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The Solicitors' Journal and Reporter.

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All letters intended for publication in the SOLICITORS' JOURNAL must
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Current Topics.

IN CONSEQUENCE of the lamented death of His Royal Highness
the DUKE OF CAMBRIDGE, K.G., the proposed opening of the New
Wing of the Law Society's building by His Majesty the King,
appointed for Monday, the 21st inst., will be postponed.

SIR HENRY FOWLER has given notice of his intention to ask
on Friday in this week the following question in the House of
Commons: "To ask Mr. Attorney-General whether, under the
Land Transfer Rules, 1903, the registrar is not given practically
unlimited discretion to issue certificates of absolute title confer-
ring an immediate government guarantee of validity in cases
where a purchaser has been registered with a possessory title
for a period of six years, and whether any fund has been set
aside from the receipts of the Land Registry for providing an
indemnity; and if not, or if the same is insufficient, whether the
whole indemnity, or the deficiency, as the case may be, is pay-
able out of the consolidated fund of the United Kingdom, and
whether such rules have been made with the advice and assistance of
the Rule Committee." As the particular rule referred to was in
fact made against the advice of the majority of the Rule Com-
mittee, it will be interesting to see how the Land Registry
replies to the last part of the question.

THE CASE of *Bailleau v. The Victorian Society of Notaries*,
decided by Sir LEWIS DIBDIN, as Master of the Faculties, on the
10th of February, will serve to remind us of the fact that the
Court of Faculties has still, under 25 Hen. 8, c. 21; 41
Geo. 3, c. 74, and subsequent Acts, jurisdiction to appoint notaries
public in England and the colonies. Notaries do not occupy so
important a position in this country as upon the continent or in
Scotland, but they are much resorted to abroad whenever a
solemn record of a transaction is required. By the law of
England the mere production of the certificate of a notary public
stating that a deed has been executed before him will not in
any way dispense with the proper evidence of the execution of

the deed. By foreign law a notary public has greater power, and his certificate, sealed with his notarial seal, is admitted in the courts of law in proof of the validity of documents. But the business of a notary in the City of London is still important. He has duties with regard to the dishonour of foreign bills of exchange, and he receives the affidavits of mariners and masters of ships for the purpose of drawing up their protests. Many documents also pass before notaries under their notarial seal which makes them evidence in foreign courts, though they are not admissible here. The learned Master, in the case previously referred to, expressed his opinion that the duties of a notary could, as a general rule, be most safely entrusted to those who had had a legal training, but in the exceptional circumstances of the case he sanctioned the appointment of an applicant who had not been admitted as a solicitor.

THE CASE OF *The United States v. The Northern Securities Co.*, just decided by the Supreme Court of the United States, has excited extraordinary interest among Americans, but will not be regarded with equal interest by English lawyers, as it turns upon the proper construction of certain sections of the Sherman Anti-Trust Act, 1890, "An Act to protect trade and commerce against unlawful restraints and monopolies." The facts, briefly stated, were that the Northern Pacific Railway and the Great Northern Railway, being parallel and competing lines, it was agreed by a number of shareholders in both companies that a company should be formed, to be called "The Northern Securities Co.," for the purposes of acquiring and holding a majority of the shares in the two companies, and that these shares when acquired should be exchanged for stock in the new company, which would thereby become the sole owner of, and entitled to vote in respect of, the shares. The decision of the United States Circuit Court of Appeals, which has now been affirmed by the Supreme Court of the United States, was that a contract or combination which restricts the right of a railway company to fix its own rates independently of natural competitors places a direct restraint upon inter-state commerce, inasmuch as it tends to prevent competition, and is, therefore, in violation of the Act, and that an injunction must be granted to restrain the Northern Securities Co. from voting or receiving dividends in respect of the shares which it held in the two railway companies. A similar case has not, we believe, occurred in this country, and we apprehend that there is nothing to prevent any person from acquiring a large proportion of the stock in a railway company for the purpose of securing control over it, as is stated to have recently happened in the case of the Metropolitan District Railway Co.

THE APPROACHING opening of the new wing of the Law Society's buildings, now unfortunately postponed, has naturally directed much attention to the architectural merits or demerits (according to the view of the spectator) of the new wing. But public and professional interest has mainly been concentrated on the four lightly-clad ladies who have recently taken their seats in perilous positions at the outside of the two large windows of the ground floor. Why, everyone is asking, should young and active women be considered to represent the Council of the society? And why, in order to do so, should the figures be so remarkably destitute of clothing? One could understand, so it is said by cynical persons, that figures of very elderly and toothless ladies, decently clad—indeed entirely veiled in mystery—might be a not inappropriate symbol of the Council in its occasional fits of inertia; but here we have images of youthful and athletic damsels with very little concealment about them—very unsymbolical and, moreover, highly corrupting to the morals of the younger members of the society. We are glad to be able to dispel all these ignorant criticisms. Although we have no official information on the subject, we venture to surmise that, by a beautiful allegorical idea, these figures are intended to represent four lady litigants in person after they have paid the costs of the other side. They have had to part with their vesture in order to raise such costs, and are left with only a small figleaf, in the shape of a little blanket or horse-rug, wherewith to cover their nudity. So regarded, the figures are a valuable symbolical warning to all litigants in person.

We reject the suggestion which has been made that the ladies have intentionally bared their bosoms to the "nice sharp quilllets of the law" in the form of writs, orders, and executions; that is not the way of the lady litigant in person.

WE PRINT elsewhere correspondence which has passed between the Council of the Incorporated Law Society and the Estate Duty Office with regard to the delays attending the new system. It is tolerably obvious from the letter of the 1st of March, with which the correspondence sent for publication commences, that up to that date the Council had considered that the monstrous inconvenience to which solicitors and their clients were subjected was merely "the inevitable result of changes in the arrangement of business in the office," and had rested content with the expression by the office of their intention to issue a notice as to additional facilities in special and urgent cases. After the correspondence which appeared in our columns and elsewhere, however, the Council awoke to the fact that the official assurance did not "remove the causes of complaint," and they wrote to suggest that solicitors might be allowed, on their own responsibility, and without special application, to present accounts for assessment and pay the duties by personal attendance, notwithstanding the general adoption of a system of postal correspondence; and also that all applications of a simple character, such as re-assessing interest on duty after twenty-one days have expired, should be dealt with within forty-eight hours. To this the Office reply that in all cases accounts must, in the first instance, be left or sent by post, but a solicitor may, on leaving or sending accounts, ask for an appointment "upon his certifying that the case is one in which he considers it necessary to have an interview." This is, of course, practically a continuance of the present system, as to which, in a letter which we published on the 20th of February last, correspondents told us that they had lodged accounts with an intimation that it was a case in which personal attendance would be necessary, and after five weeks they were asked to attend. No assurance is given to the Council that a speedy personal attendance will be granted. Then the Office intimate to the Council that arrangements "will be made" for disposing, "with all possible dispatch," of minor matters by means of correspondence. We all know what kind of dispatch is "possible" in the Office. And finally, instead of the assurance for which the Council asked, that applications of a simple character, such as re-assessing interest, should be dealt with within forty-eight hours, they are told that arrangements will, as soon as possible, be "considered" with the object of disposing promptly of short formal business, such as re-assessing interest. Observe, there is no pledge that such arrangements will be adopted. The Council, in their covering letter to us, speak of the "satisfactory assurances" contained in this letter. We may be permitted to say that they appear to be rather easily satisfied.

THE MAKING of collections in the streets for charitable objects has become so common as to amount to a nuisance. How to stop this nuisance has lately given rise to very troublesome questions and to a certain amount of ill-feeling in Manchester and in other important places. The (often most worthy) persons who make these collections cannot be treated as beggars under the Vagrancy Act, although they do in fact "place themselves in a public place to gather alms." This has been established by the High Court in the case of *Pointon v. Hill* (32 W. R. 479, 12 Q. B. D. 306). The court in that case laid it down that persons are not within the Vagrancy Act who go about in an orderly manner asking for charitable contributions for a certain specific purpose. Such persons do not beg as a habit or mode of life, and cannot be classed as "idle and disorderly persons." In London the difficulty has been recently dealt with under the provisions of the Metropolitan Streets Act, 1903. This Act extends the power given by the Metropolitan Streets Act, 1867, to the Commissioner of Police to make regulations for regulating the traffic of the streets, so that he can make regulations to be observed by all persons with respect to the places where, and the conditions under which, persons may collect money in any street for charitable or other purposes. Under this power the commissioner has made regulations providing that no collections shall be made in the roadways or on the footways of the Metro-

polis unless a permit has been obtained from the commissioner. To obtain this permit two clear days' notice must be given to the commissioner. In no circumstances may boxes at the end of poles be used, nor may more than two collectors act in any one place. The first case under the new Act for disregarding these regulations has recently been before a magistrate. The defendant was found collecting for a charity outside the pit entrance to a theatre, and when asked to produce her permit, she replied that she had not got one, as application for a permit had been made to the commissioner and he had refused it. She, therefore, clearly knew she was doing wrong and was rightly mulcted in a small fine. Of course the offence is not a serious one, but this first case will help to make the provisions of the new Act better known. The regulations are certainly framed for the public good, and to put down what has become a very considerable nuisance. It is unfortunate that some similar power of regulating these collections has not been created for the benefit of other populous places. The nuisance has by no means been confined to the metropolis.

THE LAND Values Assessment and Rating Bill, brought in by Mr. TREVELYAN, has been read a second time in the House of Commons. It provides that all valuation lists on which local rates are based shall contain a separate assessment of the land values of rateable premises. The land value is to be taken to be an amount equal to 3 per cent. on the selling value of the land as distinct from the building. Unoccupied premises are to be subject to rating, but only on the land value. In any case where the land value of premises exceeds the present rateable value, which may happen where land ripe for building is not used for building, or very poor buildings are allowed to stand on valuable sites, rates are to be paid on the land value. Under any lease made after the Bill becomes law it is proposed that the occupier shall be entitled to deduct from his rent so much of any rate as is based on the amount of the land value. But there is to be no interference with existing contracts between landlord and tenant. It is also proposed that deductions made from the gross value for the purpose of arriving at the rateable value shall be made on the value of the building only, and not on the land value. The Bill applies only to London and the boroughs and urban districts of England. It appears to be the general belief that the Bill has no prospect of becoming law this Session, and we will merely observe that it is apparently founded upon complaints made by certain urban ratepayers that, as things stand, the rates are paid by the occupiers and not by the owners of the land, though these owners benefit largely by the expenditure of the rates in the improvement and development of towns. As so these complaints, the report of the Committee on Local Rating, made in 1901, may be read with advantage. The committee express their opinion that, although it might be possible to assign separate values to site and structure where a comparison could be made with neighbouring property of a similar character which had been recently let, such a system would be attended by uncertainty, complication, and expense. The valuation of every site upon the basis of the rent which might be obtained for it if it were cleared would be highly speculative where no means of comparison was ready at hand. They add that, in their opinion, no new tax on land is required to meet any special expenditure by local authorities for its benefit, and that inasmuch as land is not the only class of property the value of which may be enhanced by circumstances beyond the influence or control of its owners, there is no sufficient ground to justify an exceptional mode of rating.

THE RULING of the Common Serjeant in the case of *Rez v. Kaufman*, tried at the recent sittings at the Central Criminal Court, has been the subject of some criticism. So far as we have been able to gather the facts from a brief report in the newspapers, it appears that the defendant was indicted, under section 7 of the Criminal Law Amendment Act, 1885, with taking an unmarried girl under the age of eighteen out of the possession, and against the will, of her mother. The section provides that any person who with intent that any unmarried girl under the age of eighteen years should be unlawfully and carnally known by any man . . . takes or causes to be

taken such girl out of the possession and against the will of her father or mother, or any other person having the lawful care or charge of her, shall be guilty of a misdemeanour. It appears, according to the report, that the defendant had invited the girl to dine with him at a restaurant; that she had remained in his company till late at night, and had then said that she was afraid to go home, whereupon he took her to a little hotel, passed the night with her, and afterwards placed her in a lodging where she remained till she was discovered by her relations. The Common Serjeant said that the girl appeared to have left her home of her own free will, and it was not through anything the prisoner had done. In these circumstances the prosecution could not be sustained, and it would be the duty of the jury to acquit the prisoner. We have some difficulty in reconciling this ruling with the cases upon the construction of section 55 of the Offences against the Person Act, 1861. This section enacts that whosoever shall unlawfully take, or cause to be taken, any unmarried girl being under the age of sixteen years out of the possession and against the will of her father or mother shall be guilty of a misdemeanour. In *Reg. v. Timmins* (30 L. J. M. C. 45) where the prisoner was indicted under section 20 of 9 Geo. 4, c. 31 (corresponding with section 55 of the Offences against the Person Act, 1861), *ERLE, J.*, following *Reg. v. Manktelow* (22 L. J. M. C. 115), said: "The statute was passed for the protection of parental rights. It is perfectly clear law that any disposition of the girl, or any consent or forwardness on her part, are immaterial on the question of the prisoner's liability under this section. The prisoner took the girl from her father, from under his roof, and away from his control, for three days and nights, and cohabited with her during that time, and placed her in a condition quite inconsistent with her being at the time in her father's possession. We think that in these facts there is enough to justify the jury in finding that he took her from the possession of her father, even though he intended her to return to him." We are unable to find in the words of section 7 of the Criminal Law Amendment Act, 1885, anything to warrant the inference that to constitute the offence created by the section it is necessary to prove absence of consent on the part of the girl. The object of the Legislature appears to have been to extend the limit of age prescribed by the earlier Acts, but not to alter the evidence required to prove the offence. In any case, we should have thought that there was evidence of a "taking out of possession" for the consideration of the jury, and we hope that at some future period the construction of the section may be determined by the Court for Crown Cases Reserved.

WE PRINT elsewhere a letter from a correspondent questioning the accuracy of our statement in a recent article (*ante*, p. 273) that upon an assignment of an equitable interest in a trust fund notice to one of the trustees is a sufficient protection to the assignee so long as that trustee remains alive. "But in the event of his death," we observed, "it seems that the effect of the notice is at an end, and the way is again open for subsequent assignees to obtain priority: *Timson v. Ramsbottom* (2 Keen 35), though see *per Lord MACNAGHTEN* in *Ward v. Duncombe* (42 W. R. 59; 1893, A. C. 369)." *Ward v. Duncombe* is the name on appeal of the case of *Re Wyatt, White v. Ellis* (40 W. R. 177; 1892, 1 Ch. 188), to which our correspondent refers, and incidentally we may remark that it would be a great convenience if the procedure in the House of Lords was similar to that in the Court of Appeal, so that the names of cases might continue unchanged. Our correspondent is quite justified in suggesting that the sentence above quoted is in contradiction with the decision of the Court of Appeal, which was affirmed by the House of Lords. The effect of the notice is not at an end so far as regards subsequent assignments made during the life of the trustee to whom the first assignee gave notice. The subsequent assignee, had he inquired of all the trustees, would, or might, have heard of the first assignment, and as the first assignee has done sufficient to prevent the second assignee from being imposed upon, he retains his priority. This was the case in *Ward v. Duncombe*. But there is the further question as to whether the first assignee's notice continues to have effect after the death of the trustee as regards assignments made subsequently to the death. In *Timson v. Ramsbottom* (2 Keen 35) it

was held that it had no continuing effect, and that an assignee whose assignment was taken after the trustee's death might, by giving notice to the new or surviving trustees, displace the priority of the first assignee. Upon the correctness of this view there was no need to decide in *Ward v. Duncombe*, but Lord MACNAGHTEN expressed disapproval of it, and the point is now an open one, although *Timson v. Ramsbottom* is still followed in courts of first instance: *Re Phillips' Trusts* (1903, 1 Ch. 183). "I can imagine," said his lordship, "nothing more inconvenient than that it should be possible to have a scramble for priorities on the appointment of new trustees. Nothing, I think, would be less likely to conduce to the security of equitable titles."

THE LOCAL Government Board have just issued, under section 6 of the Locomotives on Highways Act, 1896, an important "Motor-cars (Use and Construction) Order, 1903." This new order repeals and re-enacts, with amendments and additions, the Light Locomotives on Highways Order, 1896, which— notwithstanding its limit of speed to twelve miles an hour everywhere, and of even less speed in special cases, and notwithstanding the increase of maximum speed by the Act of 1903—has been in force up to the present time. The main amendments are that there is no longer a departmental maximum of speed; that the maximum width of a motor-car is increased from six feet six inches to seven feet two inches; that it is only a constable in uniform who can stop a motor-car in progress so long as is reasonably necessary, and that any person in charge of any horse (omitting the description "re-tive") may stop a motor-car by putting up his hand. The main additions are that search-lights are prohibited, and that—

"Every motor-car shall be so constructed as to enable the driver, when the motor-car is stationary . . . to stop the action of any machinery . . . so far as may be necessary for the prevention of noise. The driver shall on every such occasion make prompt and effective use of all such means as are provided for the prevention of noise as above mentioned."

This rule, which appears to be of universal application, and not to be confined to towns or villages, will have a very beneficial application. It may perhaps be doubted whether it is retrospective, so as to compel the alteration (if necessary) of existing machines for the purpose of complying with it, but on the whole we think that the retrospective construction is the proper one.

FOUR IMPORTANT points are, as appears from an official circular accompanying the order, purposely left alone:—speed, weight, dazzling lights, and designation of prohibited roads and dangerous places by sign-posts. "For the present," it is said in the circular, "the Board propose to leave the matter of speed" (see section 12 (2) of the Act of 1903, which authorizes regulations as to speed in the case of cars exceeding two tons in weight unladen) to be dealt with under the provisions of the Act" (see sections 1 and 9); but "it must not be supposed that the Board contemplate that vehicles over two tons in weight ought to travel at a rate approaching twenty miles an hour." The question of increase of weight from three to four tons (see section 12 of the Act) is still under the consideration of a Departmental Committee. Complaints have been made of the danger and annoyance caused by lamps of too great brightness; but, although "this matter has been carefully considered," the Board "have not yet seen their way," &c., and "trust that motorists will take such action as to avoid this cause of complaint, and so render a regulation unnecessary." A little more force than this would have been more satisfactory here. Finally, as to notices and sign-posts (see section 10 of the Act and circular of the 20th of November, 1903), the Board ratify, and in an appendix to their circular print, certain recommendations adopted by the County Councils Associations and the Municipal Corporations Association, together with the "uniform symbols"—such as "for caution, dangerous corners, cross-roads, or precipitous places, a hollow red equilateral triangle with 18 in. sides"—ingeniously devised by those associations. "If the recommendations of the associations are carried out, it seems to the Board to be unnecessary for them to issue regulations on the subject"—notwithstanding that 10 (2) of the Act enacts that—

"Subject to the regulations as to size and colours to be made by the Local

Government Board, local authorities shall, within their areas, cause to be set up sign-posts denoting dangerous corners, cross-roads, and precipitous places, where such sign-posts appear to be necessary."

This enactment might well be construed as imperative rather than as permissive or directory only, but the approval of the Board of "uniform symbols" is perhaps tantamount to an actual "regulation."

IN A CASE tried some days ago before BUCKLEY, J., sitting as a judge of the King's Bench Division, in which the verdict was for the plaintiff, the cause of action was that valuable cats belonging to her had been poisoned by the defendant, who kept pigeons. We learn from the case of *Davies v. Powell* (Willes, 46) that actions of trover have been several times brought for dogs, and heavy damages recovered. It is also provided by section 41 of the Malicious Damage Act, 1861, that whoever shall unlawfully and maliciously kill, maim, or wound any dog, bird, beast, or other animal, not being cattle, but being either the subject of larceny at common law, or being ordinarily kept in a state of confinement or for any domestic purpose, shall be liable to fine or imprisonment. Instances of actions of trespass or trover with respect to domestic cats may possibly be found in the chronicles of our county courts, but we have no recollection of any such action in the High Court. But the general principle that a property may be acquired in animals so long as they remain tame is especially applicable to cats, and as certain specimens of their race now command a price which could not have been imagined in the days of Lord Coke, a time may come in which they may be thought worthy of some notice in our legal treatises.

The Distinction Between Power and Ownership in Relation to Covenants to Settle After-acquired Property.

THE distinction between a general power and ownership, which has, for so many purposes, been abolished by statute, or by judicial decision, is still of importance in construing covenants to settle after-acquired property. Thus it has been held that the common form of the clause to settle after-acquired property does not include a general power of appointment; in other words, that a covenant to settle property does not amount to a covenant to exercise a general power (*Bower v. Smith*, 11 Eq. 279; *Vaizey*, p. 249; and *K. & E.* (7th edition), p. 510); but that if the power is exercised in favour of the covenantor by appointing to herself property of the value specified in the covenant, such property will be caught by the covenant: *Ewart v. Ewart* (11 Ha. 276).

Such cases present no difficulty, but a question not so easy of solution arises in cases where the covenantor acquires both an absolute interest in, and a general power of appointment over, property of the value specified in the covenant. Can the covenantor by exercising the power of appointment take the property (which would otherwise be caught by the covenant) out of its operation? For the determination of this question it seems immaterial on principle whether the property is given in the first instance absolutely with a superadded general power of appointment, or whether the general power come first, followed by an absolute interest in default of appointment.

The authorities are conflicting. In the case of *Steward v. Poppleton* (W. N., 1877, p. 29), where the limitation was to the covenantor absolutely, followed by a general power of appointment, JESSEL, M.R., held that the property came within the covenant, and that the covenantor could not, by exercising the power, defeat the operation of the covenant; and he pointed out that the case of *Bower v. Smith* (L. R. 11 Eq. 279) was incorrectly reported there, and that the true facts were (as stated in 19 W. R. 399) that there was a gift over to strangers (and not to the covenantor) in default of appointment by her, which was the *ratio decidendi*. The earlier case of *Townshend v. Harrouby* (27 L. J. Ch. 553) was not cited in *Steward v. Poppleton*. There property was limited to the covenantor as she should appoint, and in default of appointment (subject to a life interest to the

covenantor) to her executors and administrators. KINDERSLEY, V.C., held that the general power of appointment was not affected or controlled by the covenant, and that the covenantor, by exercising the power, could take her absolute reversionary interest (which otherwise would have been caught) out of the operation of the covenant. This decision is clearly inconsistent with *Steward v. Poppleton*.

In the later case of *Re Lord Gerard* (58 L. T. 800), where property was limited to the covenantor as she should appoint, and in default of appointment to herself absolutely, NORTH, J., held, that such property was not caught by the covenant, which could be defeated by making successive appointments under the power of less value than the amount specified in the covenant. This decision also is inconsistent with *Steward v. Poppleton*, which NORTH, J., refused to follow, preferring to base his decision on the case of *Bower v. Smith*, which he thought indistinguishable from the case with which he was dealing.

In the very recent case of *Re O'Connell* (1903, 2 Ch. 574) KEKEWICH, J., discussed all the authorities. There the limitation was to the covenantor as she should appoint, and in default of appointment to herself absolutely, and it was held that such property was caught by the covenant, which could not be defeated by an exercise of the power. KEKEWICH, J., expressly followed *Steward v. Poppleton*, which he held to be identical, and refused to follow *Townshend v. Harrowby* and *Re Lord Gerard*, which, he said, were inconsistent with *Steward v. Poppleton*.

In this state of the authorities, a decision of the Court of Appeal would be welcome, but it is submitted, on principle, that the view of JESSEL, M.R., and KEKEWICH, J., is right, and that *Townshend v. Harrowby* and *Re Lord Gerard* should be overruled.

The Land Transfer Rules, 1903.

V.

REGISTERED DEALINGS WITH REGISTERED LAND.

As to Registered Dispositions Generally.—The rules relating to registered dispositions generally, and prescribing their form, their execution and attestation, their registration, and the mode in which questions of stamp duty are to be dealt with, have been transposed so as to precede the rules dealing specifically with transfers and charges. The rules relating to the form of disposition (rules 97 and 98) have been redrafted so as to make it clearer that, while the scheduled forms are intended for general use, there is to be power for the registrar to sanction variations. Thus rule 97 provides that the forms in the first schedule are to be used in all matters to which they refer, or are capable of being applied or adapted, with such alterations and additions, if any, as are necessary or desired and the registrar allows; and instruments for which no form is provided or to which the scheduled forms cannot conveniently be adapted are to be in such form as the registrar shall direct or allow, the scheduled forms being followed as nearly as circumstances will permit (rule 98). The appropriate words may be used for introducing implied covenants under the Conveyancing Act, 1881 (rule 99). Every instrument of transfer, charge, exchange, or partition of registered land is to be executed as a deed, and attested (rules 107, 108). The old rule 160, which regulated the priority of instruments presented for registration, has been recast, and is now represented by rules 111-113, the effect being that instruments handed in at the registry rank according to the actual time of presentation; instruments delivered by post or under cover during business hours are treated as delivered at the close of the day; and if so delivered after business hours are treated as delivered at the next opening of the office. New rules have been added with respect to the names and addresses of persons to be entered on the register (rule 114), providing for alteration in instruments delivered for registration before an entry has been made (rule 115), and allowing an instrument affecting two or more titles to be registered against one only (rule 116).

Reference has already been made (*ante*, p. 294) to rule 95, which enables intending applicants for first registration of title to lodge a priority notice. Similar provision is made by rule 117 with respect to the intended registration of a disposition by the

registered proprietor of land or of a charge. The priority notice is to be accompanied by the land certificate or certificate of charge, and if the proposed instrument is delivered for registration within fourteen days, or any extended time allowed by the registrar, it has priority over other instruments delivered in the meantime. Rule 119 reproduces the provision of the old rule 162, that, except where otherwise provided by the rules, all deeds, applications, and other documents on which any entry in the register is founded shall be retained in the registry. The exceptions are (1) the deed or other document of title delivered with an application for possessory registration, which can, at the applicant's option, be either retained in the registry or delivered to him (rule 24); the documents of title delivered upon an application for registration with absolute title (rule 44); building society and other similar charges (rule 121); and leases which are presented at the registry in order that notice of them may be entered (rule 205). And a new rule has been added for the purpose of meeting the case of a disposition of registered leasehold land where the lease requires all dispositions to be produced to and endorsed by the lessor or his agent. After registration of the disposition, such a stipulation is to be sufficiently complied with by production and endorsement of the land certificate or certificate of charge (rule 120). Probably as a matter of convenience lessors would assent to this, but it is not clear how the rules have authority to declare what shall be a sufficient compliance with the terms of a contract.

Transfers of Land.—With regard to registered transfers of land the rules have undergone very little alteration. The effect of such a transfer, when made for valuable consideration, is determined, in the case of absolute titles, by section 30, and in the cases of possessory titles by section 32 of the Land Transfer Act, 1875, and it is upon the statutory efficacy of registered transfers that the system of registration of title really rests. Under section 30 a registered transfer for valuable consideration of freehold land registered with an absolute title confers on the transferee an estate in fee simple in the land transferred, subject (1) to registered incumbrances, and (2) to matters declared by the Act not to be incumbrances, but free from all other estates and interests whatsoever. Under section 32 the effect in the case of land registered with a possessory title is the same, except that the transfer does not affect or prejudice "any right or interest adverse to or in derogation of the title of the first registered proprietor, and subsisting or capable of arising at the time of the registration of such proprietor." Apparently the words "right or interest" are used here instead of the fuller phrase "estate, right, or interest" occurring in section 8 with respect to first registration of possessory title merely by an oversight, and though they are as wide in their scope as the fuller phrase, the oversight has resulted in an unfortunate want of uniformity in the language of the rules. This matter we had occasion to discuss recently (*ante*, p. 187). The statutory effect of the transfer seems to be sufficiently plain, and was pointed out by COZENS-HARDY, L.J., in his judgment in *Capital and Counties Bank v. Rhodes* (51 W. R. 474; 1903, 1 Ch. 631). "The transfer by registered disposition takes effect by virtue of an overriding power and not by virtue of any estate in the registered proprietor." If the title is absolute, then the transferee obtains a statutory fee simple, which is the legal estate; if the title is possessory, he obtains similarly a fee simple, and the legal estate, unless that estate was outstanding at the date of first registration. The system of registration does not interfere with dealings with the land off the register. The power so to deal with the land is, indeed, expressly preserved by section 49 of the Act of 1875. But dealings by way of unregistered assurance are subject to be overridden by a registered transfer unless they have been so protected by cautions or otherwise that such a transfer cannot be made. The statutory power of transfer is the fundamental matter in registration of title.

The only changes in the rules dealing with transfer (rules 126-157) to which it is necessary to call attention are the following: A new rule has been introduced relating to the transfer of part of the land held under a lease. In such a case the covenant on the part of the transferee implied by section 39 of the Act of 1875 is to be limited to the payment of the appor-

tioned rent (if any), and the performance and observance of the covenants so far only as they affect the part transferred (rule 139). A new rule has been introduced specifying the effect to be given to a transfer for valuable consideration of leasehold land registered with a "good leasehold title." It is equivalent to a transfer of an absolute title except that it does not "affect or prejudice the enforcement of any estate, right, or interest affecting or in derogation of the lessor to grant the lease" (rule 141). It may be noticed that the simplicity of this and the previous rule is seriously marred by the reference to section 35, which specifies a form of registration now obsolete—namely, registration of leasehold land with a declaration that the lessor had an absolute title to grant the lease. Unfortunately section 35 has not been amended in correspondence with the amendment of section 13, which introduced the registration of leasehold land with an absolute title; and the framers of the rules seem to have considered themselves bound to adhere to the language of section 35. Whether this was necessary or not, the result is confusing. A rule is introduced enabling the registrar to dispense with the production of the land certificate on a disposition by a mortgagee or other person under or by virtue of an interest or power not affected by the registration or entered as an incumbrance prior to registration (rule 152). It is not clear why such authority is required. The power to require production of the land certificate depends on section 8 of the Act of 1897, and applies only in the case of a disposition by a registered proprietor. Rule 157 is also new, and enables a registered proprietor to make a provisional transfer of part of his land to an intending purchaser. A land certificate as to such part will be issued to the transferor, and on completion of the purchase can be handed to the purchaser. Otherwise it will be returned to the registrar to be cancelled and the provisional registration will also be cancelled.

Reviews.

Registration of Title.

THE PRINCIPLES AND PRACTICE OF LAND REGISTRATION UNDER THE LAND TRANSFER ACTS, 1875 AND 1897, WITH THE TEXT OF THE ACTS, AND THE RULES AND FEE ORDER OF 1903. By A. R. G. JENNINGS, LL.B., and G. M. KINDERSLEY, Barristers-at-Law, and of the Land Registry. Stevens & Sons (Limited).

This work is in the main a reprint in convenient form of the Land Transfer Acts, 1875 and 1897, and the Rules of 1903, with the Forms and the Fee Order. The publishers have adopted an ingenious method by which the reader can turn at once to any one of these different matters, a circumstance which greatly increases the value of the book. The original work of the compilers is confined to some forty preparatory pages in which they give a concise outline of the objects and practice of registration. We gather from the preface that they take an unfavourable view of the decision of the Court of Appeal in *Capital and Counties Bank v. Rhodes* (1903, 1 Ch. 631), and especially of the judgment of Cozens-Hardy, L.J. This is not surprising in a book emanating from officials of the Land Registry, but for the present it must be assumed that the decision is correct. If it was, as the authors hint, founded on defective acquaintance with the Acts, their book would not have been an unfitting place to point out where the judgment of the learned Lord Justice went wrong. This, however, perhaps wisely, they refrain from attempting.

The Licensing Laws.

THE LICENSED VICTUALLERS' HANDY GUIDE TO THE LICENSING LAWS: BEING A SKETCH OF THE HISTORY OF, AND NOTES UPON, THE LICENSING LAWS, IN PARTICULAR THE LICENSING ACT OF 1902, WITH PRACTICAL HINTS TO PUBLICANS. By HENRY MILES FINCH, Barrister-at-Law. The Country Brewers' Gazette (Limited).

The little book is specially intended for brewers and publicans, and contains a great deal of information, very clearly stated, of the greatest importance to those persons. The passing of the Licensing Act of 1902 caused a large number of small books to be put on the market; but this, though rather late in the field, is one of the best for the use of the class to whom it is addressed. The intelligent publican will find it well worthy of study, and will no doubt by reading it acquire much useful knowledge as to the serious duties an

liabilities put upon him by the law. The book contains, first of all, an historical sketch of the law, then a careful exposition of the Act of 1902, and then a series of short chapters on closing hours, betting on licensed premises, adulteration, offences, &c.; then comes a chapter called "Practical Hints to Publicans." Some of these "hints" are very good, all should be taken. Some, however, are not such as to make much impression on the publican who is not already fully alive to their importance, e.g., "never give credit," "never quarrel with any one," "be careful to avoid offending the police." These matters are hardly likely to be learnt out of a book.

Yearly Digest.

THE YEARLY DIGEST OF REPORTED CASES FOR THE YEAR 1903, DECIDED IN THE SUPREME AND OTHER COURTS, INCLUDING A COPIOUS SELECTION OF REPORTED CASES DECIDED IN THE IRISH AND SCOTCH COURTS. WITH LIST OF CASES DIGESTED, OVER-ruled, CONSIDERED, &c., AND OF STATUTES, ORDERS, RULES, &c., REFERRED TO. (In continuation of "Beal's Yearly Digest.") Edited by G. R. HILL, Barrister-at-Law. Butterworth & Co.

This digest gives a summary of all cases decided in the English courts during 1903 and reported up to the 13th of December, and a valuable collection of Scotch and Irish cases. This year there is a change in the editorship, but the work does not seem in any way to have suffered by the change. The same arrangement has been followed as in past years; and the same clearness and carefulness characterize the work. The subjects are arranged in alphabetical order, with many cross-references, and no one of intelligence can well fail to readily discover any case reported which bears on the subject he has in hand. The summary of each case is not merely the reproduction of the head-note of the case as stated in a series of reports, but is generally an original and carefully-drawn note of the decision. In fact this is a most useful and (we believe) thoroughly reliable book of reference, with which every practitioner should be supplied.

Magistrates' Law.

THE MAGISTRATE'S POCKET MANUAL. By JOHN F. CRUMP, J.P., Solicitor, and BERTRAM EVERSLEY CRUMP, B.A. Sweet & Maxwell.

This very small book appears to have come into being expressly to illustrate the saying that "a little knowledge is a dangerous thing." A considerable amount of ingenuity and skill is shown in the amount of legal information which is here condensed. It is so much condensed, however, as to be more likely to mislead than to instruct a person ignorant of law. For example, the whole subject of hearsay evidence is dealt with in forty-five words! Truly the light imparted by such a statement of the law must be worse than darkness. The newly appointed justice who has not the opportunity of consulting a larger book than this had much better trust entirely to his clerk. He is generally to be trusted.

Workmen's Compensation.

WORKMEN'S COMPENSATION CASES. VOL. V. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. Wm. Clowes & Sons (Limited).

The large number of cases decided under the Workmen's Compensation Acts justifies the existence of this series of reports. Many of the cases here reported are not to be found elsewhere. This volume fully comes up to the standard of its predecessors, and the table of cases followed, dissented from, &c., will be distinctly useful.

The Motor-car Acts.

THE MOTOR-CAR ACTS, 1896 AND 1903. The Autocar, 3, St. Bride-street, E.C.

This is literally a pocket handbook to these Acts; it is obtainable for "6d. nett," and every owner of a motor-car who does not take the opportunity which it gives him of acquainting himself at so low a cost with the law on which his liabilities depend will be incurring a serious responsibility. It sets out, and to some extent explains, the Acts and the regulations made thereunder. The anonymous author is over-modest.

Books Received.

The Student's Guide to the Bar. By W. W. ROUSE BALL, Barrister-at-Law. Seventh Edition. Macmillan & Co. (Limited). Price 2s. 6d. net.

Law in Daily Life: A Collection of Legal Questions Connected with the Ordinary Events of Everyday Life. From the German of RUD VON IHERING, with Notes and Additions by HENRY GOUDY, D.C.L., Regius Professor of Civil Law in the University of Oxford. Oxford: At the Clarendon Press.

The Law Relating to the Compulsory Taking of Land by Public Companies and Local Authorities. By THOMAS WAGHORN, Barrister-at-Law. Eppingham Wilson.

Correspondence.

The New Arrangements at the Estate Duty Office.

[To the Editor of the Solicitors' Journal.]

Sir,—Early in the year the Council placed themselves in communication with the Secretary of the Estate Duty Office with reference to the new regulations as to the transmission by post of accounts requiring assessment. The regulations appeared to the Council to be calculated to facilitate the work and save the time of the profession in the majority of cases. Some of the complaints regarding them were due to causes of a temporary character, but others required the Council's careful attention. These involved the question of personal appointments in urgent or important cases and the quick disposal of minor and formal matters.

The Council have now received from the Secretary of the Estate Duty Office the satisfactory assurances referred to in the correspondence of which I beg to enclose a copy.

E. W. WILLIAMSON Secretary.

Law Society's Hall, Chancery-lane, London, W.C., March 16.

The following is the correspondence referred to:

The Law Society's Hall, Chancery-lane, W.C.,
1st March, 1904.

"Dear Sir,—The Council are unwilling to trouble you at present with a further communication on the subject of the new regulations for the transaction of business in your department, but they find it necessary to do so in consequence of the many complaints which reach them. The extent of public feeling on the subject is also shown by the complaints which have appeared in the legal journals as well as in the daily press.

"With reference to the complaints of delay, the Council have recognized that some inconvenience in this respect was the inevitable result of changes in the arrangement of business in the office. The Council have, in fact, given this explanation to members of the society, and have referred to the attention you have announced of issuing public notice as to additional facilities in special and urgent cases. It appears, however, that this does not remove the causes of complaint. Take, for example, the case of country solicitors. They have hitherto had the opportunity of sending accounts, &c., by post, or alternatively of attending with them at Somerset House, either personally or by their London agents. In practice the former course has been adopted in simple cases, and where expedition was not important; and the latter course in special cases and cases of urgency. It has therefore been practicable for country solicitors to have accounts passed, and the duty paid, and the papers returned completed, so as to be available by return of post. This facility the new system would abolish in their case, and in like manner London solicitors would not be able to pass accounts so promptly as at present, a result which even the suggested provision for special and urgent cases would not obviate because of the additional trouble and delay which would be involved in applying for permission to deal with a case by personal attendance instead of through the post.

The Council trust that, whatever arrangements are made, there will be no diminution of existing facilities; and, as one method of ensuring this result, it is suggested that solicitors might be allowed, on their own responsibility, and without special application, to present accounts for assessment and pay the duties by personal attendance, notwithstanding the general adoption of a system of postal correspondence.

The Council think that the additional trouble to solicitors which personal attendance involves—to say nothing of the sense of responsibility which members of the profession may, it is hoped, be assumed to possess—would suffice to prevent any unreasonable use of this facility. It is not asked as a privilege to solicitors, but in the interest of the public, though it may be remarked that a large proportion of the business of your department passes through the hands of solicitors, and that they do undoubtedly exercise a beneficial influence in pointing out to clients their obligations under the finance laws and affording information and assistance to the department, and that therefore facilities afforded to solicitors do really tend to promote the successful working of the business of the department.—Yours faithfully,

(Signed) E. W. WILLIAMSON, Secretary.

E. Freeth, Esq., Secretary, Estate Duty Office, Somerset House.

The Law Society's Hall, Chancery-lane, W.C.,
3rd March, 1904.

Dear Sir,—Referring to my letter of the 1st instant, I should add that the Council specially request that the commissioners will make arrangements that all applications of a simple character, such as re-assessing

interest on duty after twenty-one days have expired, should be dealt with within forty-eight hours.—Yours faithfully,

(Signed) E. W. WILLIAMSON, Secretary.

E. Freeth, Esq., Estate Duty Office, Somerset House

Estate Duty Office, Somerset House, London, W.C.,
10th March, 1904.

Dear Sir,—Adverting to our interview on the 8th instant, and to your letters of the 1st and 3rd instant, I write to say that:

(1) In all cases accounts should, in the first instance, be left or sent by post, but any solicitor may, on leaving or sending accounts, ask for an appointment upon his certifying that the case is one in which he considers it necessary to have an interview.

(2) Arrangements will be made for disposing with all possible despatch of minor matters by means of correspondence; and,

(3) Arrangements will, as soon as possible, be considered with the object of disposing promptly of short formal business, such, for instance, as re-assessing interest when twenty-one days have expired from the date of duty having been assessed.—Yours faithfully,

E. W. WILLIAMSON, Esq.

E. FREETH, Secretary.

The Married Women's Property Act Amendment Bill.

[To the Editor of the Solicitors' Journal.]

Sir,—My attention has been called to the paragraph on p. 133 of the *Law Society's Gazette* for March, where it is stated that a Bill "founded on the draft measure put forward by the Council some years ago," for the amendment of the law relating to married women trustees, has been read a first time in the House of Commons.

The statement so made is scarcely correct, as a comparison of the two Bills will shew.

The Bill put forward by the Council ran as follows:

"A married woman may, without her husband, dispose of, or join in disposing of, real or personal property, including things in action, held by her solely or jointly with any other person as trustee, or mortgagee, or personal representative, in like manner as if she were a *feme sole*.

"This section operates to render valid and confirm all dispositions, including transfers of mortgages, made after the 31st day of December, 1882, and as well before as after the commencement of this Act, and does not render invalid any title or right acquired through the husband before the commencement of this Act."

The Bill just read a first time runs as follows: "A married woman who, either alone or jointly with any other person or persons, is an executrix or administratrix of the estate of any deceased person, or a trustee of property subject to any trust, shall be, and as from the 31st day of December, 1882, shall be deemed to have been capable of disposing of or joining in the disposition of any property, whether real or personal, forming part of the estate of such deceased person, or subject to any such trust, without her husband, as if she were a *feme sole*.

"Provided that nothing herein contained shall render invalid any right, title, or interest acquired by an person prior to the commencement of this Act, and which would have been otherwise valid."

I think it will be admitted that the present Bill is better drawn than that of the Council, though, of course, the object aimed at is the same.

It may not unfairly be asked what have the Council been doing since their Bill "was put forward some years ago"?

66, Cannon-street, March 16.

JOHN R. ADAMS.

Priority as between Incumbrancers on a Trust Fund.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your article "Priority as between Incumbrancers on a Trust Fund" in your issue of the 27th ult., on p. 273 you say: "Notice to one is indeed sufficient so long as that one continues to be a trustee. But in the event of his death it seems that the effect of the notice is at an end." Have you not lost sight of the case in *Re Wyatt, White v. Ellis* (40 W. R. 177, C. A.)?—H. COWLAND.

15, Greenvale-road, Well Hall, Eltham, March 14.

[See observations under "Current Topics."—ED. S.J.]

The treasurer of the borough of Maidenhead (Mr. H. J. Mount) has, says the *St. James's Gazette*, presented for use in the borough police-court a washable Bible, on which witnesses were sworn at the weekly sitting of the court. The Bible is bound in ivory, has an ivory back, and is about 6in. deep and 4½in. wide. The Bible which this volume displaces has been in use for half a century, and has become discoloured and worn.

Cases of the Week.

Court of Appeal.

MOORE, NETTLEFOLD, & CO. v. SINGER MANUFACTURING CO.
No 1. 14th March.

LANDLORD AND TENANT—DISTRESS FOR RENT—SALE—PURCHASE BY LANDLORD—2 W. & M. SESS. 1, c. 5, s. 2—PRACTICE—APPEAL—APPEAL FROM COUNTY COURT WITH LEAVE—POWER OF COURT OF APPEAL TO GIVE LEAVE TO APPEAL—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 120—JUDICATURE ACTS, 1873 (36 & 37 VICT. c. 66), s. 45, AND 1894 (57 & 58 VICT. c. 16), s. 1, SUB-SECTION 5.

Appeal by the plaintiffs from the judgment of the Divisional Court (Lord Alverstone, C.J., and Wills and Channell, J.J.), reversing the decision of Judge Smyly, K.C., at the Shoreditch County Court (reported in 51 W. R. 699; 1903, 2 K. B. 168). The action was brought to recover damages for the conversion of a sewing machine, the amount claimed not exceeding £20. A man named Anton, who was in the employment of the plaintiffs, was tenant to them of a house at a rent. The defendants had let to Anton a sewing machine under a hire-purchase agreement, by one of the terms of which the defendants could take possession of the machine upon any of the instalments being in arrear. Anton's rent being in arrear, the plaintiffs distrained upon the goods in the house and seized the sewing machine. The sewing machine was put up to auction, and the plaintiffs' manager bought it in for the plaintiffs, who thereupon let it out on hire to Anton. The defendants, who had not heard of the distress, seized the machine upon the instalments under the original hire-purchase agreement falling into arrear. The plaintiffs thereupon brought this action for conversion. The county court judge found that there was a *bond fide* sale of the sewing machine to the plaintiffs, and he gave judgment for them, but gave leave to appeal. The Divisional Court reversed this decision, holding, upon the authority of *King v. England* (12 W. R. 308, 4 B. & S. 782), that a landlord could not sell the distrained goods under 2 W. & M. sess. 1, c. 5, s. 2, to himself, and that therefore the sale was invalid. The Divisional Court refused leave to appeal. The Court of Appeal, however, gave leave to appeal. A preliminary objection was taken that no appeal lay to the Court of Appeal, as the Divisional Court refused leave to appeal. By section 120 of the County Courts Act, 1888, as the amount claimed did not exceed £20, no appeal lay without the leave of the county court judge. By section 45 of the Judicature Act, 1873, the decision of the Divisional Court on appeals from county courts was to be final unless the Divisional Court gave leave to appeal to the Court of Appeal. Section 1, sub-section 5, of the Judicature Act, 1894: "In all cases where there is a right of appeal to the High Court from any court or person the appeal shall be heard and determined by a Divisional Court, constituted as may be prescribed by rules of court; and the determination thereof by the Divisional Court shall be final, unless leave to appeal is given by that court or by the Court of Appeal." It was contended that there was no "right of appeal" from the county court to the Divisional Court, as the appeal only lay with leave, and therefore section 45 of the Judicature Act, 1873, governed the case, and the leave of the Divisional Court to appeal was necessary. *Re Oddy* (43 W. R. 363; 1895, 1 Q. B. 392) was referred to.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.J.J.) overruled the objection. They said that the point of time contemplated by section 1, sub-section 5, of the Judicature Act, 1894, when speaking of a "right of appeal," was the time when the Divisional Court was constituted for the purpose of hearing the appeal. In some cases there was an absolute right of appeal; in other cases a right of appeal was given by the county court judge. The Divisional Court would have to deal with all those appeals. In their opinion the words "where there is a right of appeal" applied to all appealable cases.

THE COURT then heard the appeal case on the merits, and it was heard by consent before two judges (Collins, M.R., and Mathew, L.J.), who dismissed the appeal.

COLLINS, M.R., said that the facts were almost the same as those in *King v. England*, except that in that case there had been an appraisement of the goods distrained—a step which at that date was necessary—and the sale to the landlord was by private treaty instead of by auction. But in each case there purported to be a sale. By 2 W. & M. sess. 1, c. 5, s. 2, the landlord who distrained was made the person selling, and upon principle he could not sell to himself. In his opinion *King v. England* was right, and governed the present case.

MATHEW, L.J., concurred.—COUNSEL, *Montague Lush, K.C., Lincoln Reed, and Arthur Page; Hugo Young, K.C., and Lawless.* SOLICITORS, *James Morley; G. D. Wansborough.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

TAYLOR v. HAMSTEAD COLLIERY CO. (LIM.) No. 1. 8th March.

MASTER AND SERVANT—COMPENSATION FOR INJURIES BY ACCIDENT—SCHEME OF COMPENSATION—ACTION BY WIDOW UNDER EMPLOYERS' LIABILITY ACT, 1880—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 1, SUB-SECTION 2 (b); s. 3, SUB-SECTION 1.

Appeal from the judgment of the Divisional Court (Wills and Kennedy, J.J.), reversing the decision of Judge Whitehorn, K.C., at the Birmingham County Court. The action was brought by the widow of a deceased workman, who had been in the employment of the defendants, to recover damages from the defendants under the Employers' Liability Act, 1880. At the trial the defendants took the preliminary objection that the plaintiff,

having received compensation under a certified scheme, was precluded from bringing the action. After taking evidence on this objection, the county court judge found (1) that there was a duly certified scheme within section 3, sub-section 1, of the Workmen's Compensation Act, 1897; (2) that the deceased workman had accepted the scheme willingly and under no compulsion whatever, and with full knowledge of its terms, in substitution for and in place of the benefits which he might claim under the Workmen's Compensation Act, 1897; (3) that this was a legal and effectual contract with the deceased workman and the defendants; (4) that the plaintiff had received, was receiving, and would in future receive, the full benefits under the scheme thus contracted for. The scheme provided, by clause 3, that "the society is formed under the powers given by section 3 of the Workmen's Compensation Act, 1897, and the contributions made by the employers to this society are to be in lieu of and to exempt them from any further claims which otherwise the members of this society may be entitled to prosecute as the result of accidents occurring during their employment." Upon the above findings the county court judge held that under section 1, sub-section 2 (b), and section 3, sub-section 1, of the Act of 1897 the defendants were not liable to proceedings under the Employers' Liability Act, 1880. The Divisional Court held that taking the benefit of a scheme was not the same as taking proceedings under the Act of 1897 within section 1, sub-section 2 (b), and that therefore the action was not barred, though the payments under the scheme would probably go in reduction of the damages recoverable. The defendants appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.J.J.) allowed the appeal.

COLLINS, M.R., said that section 1, sub-section 2 (b), of the Workmen's Compensation Act, 1897, was an expression by the Legislature that the remedies open to the workman—namely, those at common law, under the Employers' Liability Act, 1880, and under the Act of 1897—were not to be concurrent remedies, but separate remedies as to which the workman must exercise his option once and for all. Effect was given to that view of the section in *Edwards v. Godfrey* (47 W. R. 551; 1899, 2 Q. B. 333). Section 3, sub-section 1, sanctioned a scheme of compensation, if it was duly certified by the Registrar of Friendly Societies, and the employer might contract with his workmen "that the provisions of the scheme shall be substituted for the provisions of this Act, and thereupon the employer shall be liable only in accordance with the scheme." The provisions of the scheme having been substituted for the provisions of the Act, the plaintiff, who had taken the benefits of the scheme, was in the same position as if she had taken compensation under the Act. She was therefore precluded from bringing an action under the Employers' Liability Act, 1880.

ROMER and MATHEW, L.J.J., concurred.—COUNSEL, *James Wilson; W. Shakespeare.* SOLICITORS, *A. H. Arnould, for E. J. Sanbury-Bardley, Birmingham; Timbrell & Deighton, for W. Shakespeare & Co., Birmingham.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

THE KING v. PINCKNEY. No. 1. 12th March.

HABEAS CORPUS—PERSON OUT OF JURISDICTION—POWER TO ISSUE.

Appeal from an order of the Divisional Court (Lord Alverstone, C.J., and Lawrence and Kennedy, J.J.), affirming an order made by Walton, J., at chambers. On the 29th of July, 1903, Walton, J., at chambers, upon the application of Mr. Pinckney, ordered a writ of *habeas corpus* to issue directed to Mrs. Pinckney to bring the child of the marriage before the judge at chambers. Mrs. Pinckney was at this time, and remained ever since, in France, out of the jurisdiction of the court. On the 5th of August, 1903, Walton, J., quashed the above order, and ordered a fresh writ of *habeas corpus* to issue directed to Mrs. Pinckney to bring the child before the judge at chambers, and he directed the writ to lie in the office until Mrs. Pinckney came within the jurisdiction. The Divisional Court affirmed this order. Mrs. Pinckney appealed. *Richard Bourn's case* (Cro. Jac. 543), *Re v. Cowle* (2 Burr. 834, at p. 856), *Wilmot's Opinions and Judgments*, p. 83; *Ex parte Wyatt* (5 Dow. 389), *Barnardo v. Ford* (1892, A. C. 326), and rule 232 of the Crown Office Rules were referred to.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.J.J.) allowed the appeal.

COLLINS, M.R., said that in his opinion there was no jurisdiction to issue a writ of *habeas corpus* directed to a person who was at the time out of the jurisdiction. It would be contrary to the whole spirit of the legislation on the subject if any interval were allowed between the issue of the writ and its execution. In *Ex parte Wyatt* the writ was somehow or other issued to a person abroad, but the point was not taken there, and a fresh writ was issued when the person came within the jurisdiction. That case was therefore no authority for the issue of a writ directed to a person who was at the time abroad. The order must therefore be set aside.

MATHEW, L.J., concurred. He had never heard of a writ of *habeas corpus* being issued and directed to lie in the office. Such a writ when issued must be served immediately.

COZENS-HARDY, L.J., agreed.—COUNSEL, *Montague Lush, K.C., and A. S. Poyser; Colefax.* SOLICITORS, *Futwoy & Baker; Harrier, Wilkinson, & Raikes.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

HARMAN v. AINSLIE. No. 1. 11th March.

LANDLORD AND TENANT—LEASE—PROVIDO FOR RE-ENTRY—DEFAULT IN "PERFORMANCE"—NEGATIVE COVENANT—NOT TO USE PREMISES FOR PARTICULAR BUSINESS WITHOUT LICENCE—LICENCE TO PREDECESSOR IN TITLE—BREACH.

Appeal by the plaintiff from a judgment given by Wright, J., in favour of the defendant at the trial of the action sitting without a jury. By a

lease dated the 8th of July, 1885, Mrs. S. Popplesdorf, a house No. 76, High-street, Southend, to one Alderman for a term of twenty-one years at a rental of £60. The lease contained a covenant by the lessee not to use the premises for any business except that of an outfitter without the licence in writing of the lessor. It also contained a proviso for re-entry in case the lessee should "make default in the performance of any of the covenants upon his part to be performed." The original lessor gave the original lessee licence in writing on the 7th of February, 1887, to assign the lease to one Comber, and by the same document gave her consent "that hereafter any art, trade, or business may be carried on in the said premises except that of a photographer, hairdresser, or tobacconist." And by an indenture of even date Alderman, in pursuance of the said licence, assigned the lease to Comber. In July, 1897, the plaintiff Harman purchased the reversion from Mrs. Popplesdorf. By an indenture dated the 2nd of October, 1899, Comber assigned the lease to the defendant Ainslie, who subsequently permitted a part of the premises to be used as a baker and confectioner's shop. The plaintiff claimed that this constituted a breach of the covenant in the lease of July, 1885, and brought this action to recover possession of the premises under the proviso for re-entry. It was contended for the defendant that the licence given by the original lessor in February, 1887, to use the premises for trades other than that of an outfitter enured for the benefit of the defendant, and that there was consequently no breach of the covenant; and, further, that if there was a breach, the proviso did not authorize the plaintiff to re-enter for a breach of a negative covenant. Wright, J., held that the proviso for re-entry applied only to breaches of positive, and not of negative, covenants, and entered judgment for the defendant on that ground, but intimated that in his opinion there had been no breach of covenant although it was unnecessary to decide that question. The plaintiff appealed.

THE COURT allowed the appeal on a question of law, but ordered a new trial on the question of waiver.

COLLINS, M.R., in giving judgment, said the alleged grounds of forfeiture were a breach of a covenant not to carry on certain trades on the demised premises, and a breach of a covenant not to assign or underlet without the consent of the lessor. The case had been narrowed down to the question of what were the rights of the parties on the footing that there had been a breach by the defendant of the covenant not to underlet without consent. The main point decided by Wright, J., was that the proviso for re-entry by its terms was inapplicable to a negative covenant, and gave judgment for the defendant because he thought that on authority, having regard to the words "on his part to be performed" in the proviso for re-entry, he was bound to hold that it was impossible to give effect to the proviso in a case where the alleged breach of covenant was an assigning or an underletting without consent. He appeared to think that the observance of a covenant not to underlet could not properly be described as a performance, or, in other words, that it was impossible to perform a negative covenant. The learned judge followed the rule given in a passage in Coke upon Littleton, which was to be found in the report of *Doe v. Marchetti*, and was as follows: "A man is bound to perform all covenants in an indenture; if all the covenants be in the affirmative, he may generally plead performance and all; but if any be in the negative, so many he must plead specially, for a negative cannot be performed" (Co. Litt. 303 b). That rule had never been the subject of a direct decision, but only of *dicta* in various cases. Lord Coke treated performance of a covenant as equivalent to giving effect to the obligation imposed by the covenant. In his lordship's opinion a man might, however, perform a covenant by refraining from doing that which he had undertaken by the covenant not to do. The difficulty in the case arose from a confusion between an obligation and the method of giving effect to the obligation, between a bargain and the doing the duty imposed by the bargain. Some of the *dicta* were in favour of the applicant's view, some were against it. In *Craft v. Lumley* (6 H. L. C. 672) Martin, B., said: "I do not myself consider there was any inaccuracy in language in saying that a man has performed his covenant, when he has not done what he covenanted not to do, or that he made default in performing his covenant when he has not done it. The abiding by a covenant is a performance of it; the non-abiding a non-performance." Bramwell, B., did not dissent from this view. On the other hand *dicta*, in *West v. Dobb* (L. R. 5 Q. B. 460), *Hyde v. Warden* (3 Ex. D. 72), and *Evans v. Davis* (10 Ch. D. 747, at pp. 757, 761) were in favour of the respondent's contention. The most important authority on the present case in modern times was *Barrow v. Isaacs* (1891, 1 Q. B. 417); Lord Esher there said: "It was argued by the defendant's counsel that the covenant not to underlet without the landlord's consent was a negative, not an affirmative, covenant, and that therefore the stipulation for re-entry for breach of covenant did not apply. But I think that that proposition is disposed of, because the word 'observe' as well as 'perform' has been put in the stipulation, though I doubt whether it was necessary to put the word in." Kay, L.J., expressed a similar opinion. For himself the Master of the Rolls was of opinion that the word "performance" was apt to describe the keeping of a promise or the observing of an obligation, and he saw no reason why the proviso for re-entry should not apply in this case. That decided this appeal, but as there still remained open a question whether the plaintiff had not waived the breach of covenant by subsequently accepting rent, the court would send the case back in order that that question might be tried. The appeal, on the important point of law which had been argued, would be allowed with costs.

ROMER and MATHEW, L.J.J., gave judgment to the same effect. — COUNSEL, *Younger, K.C.*, and *J. Samuel Green*; *Hume Williams, K.C.*, and *R. J. W. Neville*. SOLICITORS, *Leslie, Antill & Arnold*; *C. E. Soames*.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

SOCIÉTÉ GÉNÉRALE, &c., DU COMMERCE ET DE L'INDUSTRIE EN FRANCE v. JOHANN MARIA FARINA & CO. No. 1. 14th March.

PRACTICE—EXECUTION—EXAMINATION—JUDGMENT AGAINST COMPANY—DIRECTOR—PERSON WHO HAS CEASED TO BE DIRECTOR—R.S.C. XLII. 32.

Appeal from an order of Phillimore, J., at chambers. In October, 1902, an action was brought by the plaintiffs, who were a French société anonyme, against the defendants, who were also a société anonyme, as acceptors of a bill of exchange, and on the 24th of April, 1903, judgment was signed against defendants for the amount claimed. The judgment remaining unsatisfied, the plaintiffs, on the 5th of November, 1903, obtained an order from the master under ord. 42, r. 32, for the examination of one Staenglen as a director of the defendant company as to what debts were owing to the company and as to their property. Staenglen attended before the examiner, when he admitted that he was a director of the company at the time when the judgment was signed, but refused to answer any further questions on the ground that he had ceased to be a director of the company on the 30th of June, 1903. An application was thereupon made to the judge at chambers, who directed Staenglen to attend at his own expense before the examiner to be examined. Staenglen appealed and contended that under ord. 42, r. 32, a person who had ceased to be a director of a company at the time when the order for examination was made could not be examined, the words "any other person" having been construed to mean any other person who was an officer of the company: *Iruell v. Eden* (35 W. R. 511; 18 Q. B. 588).

THE COURT (COLLINS, M.R., and MATHEW, L.J.) dismissed the appeal.

COLLINS, M.R., said that it was too narrow a construction of ord. 42, r. 32, to limit it to a person who was at the time of the order for examination a director of the company. There was nothing in the rule which said that the person must be a present director of the company. If a past officer could not be examined, all that an officer would have to do upon hearing that an order for his examination was going to be applied for would be to resign his position as officer. There was, therefore, jurisdiction to examine the witness.

MATHEW, L.J., concurred.—COUNSEL, *C. F. Hohler*; *F. M. Abrahams*. SOLICITORS, *John Carnegie*; *Michael Abrahams, Sons, & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

KEITH v. GANCIA & CO. (LIM.). No. 2. 7th March.

ESTOPPEL IN PAIS—LEASE—MORTGAGE BY SUB-DEMISE BEFORE CONVEYANCING ACT, 1881 (44 & 45 VICT. C. 41)—SUB-LEASE BY MORTGAGOR—FORECLOSURE—REPRESENTATION BY MORTGAGEE THAT HE WAS THE REVERSIONER EXPECTANT ON THE DETERMINATION OF THE SUB-LEASE.

This was an appeal from a decision of Joyce, J. By a lease dated the 11th of December, 1880, vaults and offices under the Princess Theatre were (with other hereditaments) demised to Walter Gooch, as to part thereof for a term of 60½ years from the 6th of April, 1880; as to another part thereof for the term of 60 years from the 9th of July, 1880; and as to the residue thereof for the term of 59½ years from the 6th of April, 1881, at the rent therein mentioned. By a deed dated the 9th of March, 1881, Walter Gooch demised the premises comprised in the lease of the 11th of December, 1880, to W. T. Neve for the residue of the several terms of years granted thereby (except the last three days of each term) by way of mortgage for securing payment of £20,000, with interest thereon. The deed gave the mortgagee a power of sale, and it was provided that in the event of a sale the mortgagor would stand possessed of the last three days of the terms respectively in trust for the purchaser. The premises comprised in the lease became (before the 24th of March, 1892) vested in Harriet Gooch for the residue of the several terms of years, but subject to the mortgage to Neve. By a lease dated the 24th of March, 1892, Harriet Gooch purported to demise the vaults and offices (part of the premises comprised in the lease of December, 1880) to the defendants, R. Gancia & Co. (Limited), from the 25th of March, 1892, for twenty-one years at the yearly rent of £140. This deed provided that if the defendant company should be wound up under the provisions of the Companies Act the lessor might re-enter upon the demised premises, and thereupon the term thereby granted should absolutely determine. Gancia & Co. entered into possession of the premises thus demised to them. On the 21st of March, 1895, in an action by Neve against Harriet Gooch in the Chancery Division an order was made that she should henceforth stand absolutely foreclosed from all right and equity of redemption of and in the premises comprised in the mortgage of the 9th of March, 1881. From the date of that order until the death of Neve, Gancia & Co. paid to him the rent of £140 reserved by the lease of the 24th of March, 1892. Neve died on the 8th of March, 1899. On the 9th of August, 1900, Neve's executors assigned to the plaintiff, B. F. Keith, the premises comprised in the lease of December, 1880, for the residue then unexpired of the several terms of years thereby granted (except the last three days of each of the terms), and for all such estates and interests in the nominal reversions expectant on the determination of the same terms respectively as the executors had power to assign, and the assignment was expressed to be made subject (as to such parts of the premises as were subject thereto) to, but with the benefit of, the deed of the 24th of March, 1892. Subsequently to the 9th of August, 1900, Gancia & Co. paid the rent of £140 to the plaintiff. On the 8th of October, 1902, an order was made by the High Court for the winding-up of Gancia & Co. under the Companies Acts. On the 27th of November, 1899, Gancia & Co. had executed an underlease of part of the premises comprised in the lease of the 24th of March, 1892, to the defendant Sinclair for the term of the 25th of December, 1899, for a term of thirteen years and

three months less ten days then next ensuing at the rent of £240. This underlease was made in pursuance of a licence dated the 13th of October, 1899, by which the executors of Neve, describing themselves as "the persons in whom the reversion expectant on the determination of the term granted by the lease of the 24th of March, 1892, is now vested," granted a licence to Gancia & Co. to demise to Sinclair the vaults, &c., for the residue of the term of twenty-one years thereby granted, less the last ten days thereof. Sinclair was in possession under this underlease. The London and Westminster Bank were, as equitable mortgagees of Gancia & Co., in possession of the remainder of the premises comprised in the lease of the 24th of March 1892. By this action the plaintiffs claimed possession of the vaults and premises comprised in the lease of the 24th of March, 1892, on the ground that, by reason of the winding-up order, a right had accrued to him to re-enter on the vaults and premises and to determine the tenancy of Gancia & Co., and that he had served a notice upon them demanding possession accordingly. The defendant Sinclair counterclaimed under the provisions of the Conveyancing Act, 1881, relief from the forfeiture, and asked for an order that the vaults, &c., comprised in the deed of the 27th of November, 1899, should vest in him for the residue of the term thereby granted and upon the conditions thereof. The other defendants also took out a summons asking for relief against the forfeiture, and this summons came on for hearing with the trial of the action and counterclaim. Joyce, J., held that the action failed. The order as drawn up declared that the underlease of the 24th of March, 1892, was binding on the plaintiff, and ordered that the defendants be relieved against the forfeiture of that underlease occasioned by the winding up of Gancia & Co. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—That there is an estoppel preventing Neve's executors, Keith's predecessors in title, from averring as against Gancia & Co. or Sinclair that he really was not such reversioner I do not doubt, for the executors by their words or conduct wilfully caused both Gancia and Sinclair to believe in the existence of a state of things, and induced them to act on that belief, so as to alter their own previous position; and Keith, who claims through the executors, is concluded from averring as against either Gancia or Sinclair a different state of things as existing at the same time. Now, where one has an estoppel *in pais* of this sort, the estoppel cannot go further than to prevent the party estopped from putting the party who has acted on his representation in a worse position than he would have been if that representation had been true. Then what would have been the position of Sinclair if Neve's executors had really had vested in them the reversion expectant upon the determination of Mrs. Gooch's lease to Gancia? I take it that Neve's executors as assignees of Mrs. Gooch would no more have been entitled as between Gancia (Limited) and themselves to deny Mrs. Gooch's title than Mrs. Gooch herself would have been. The result is that the plaintiff's action fails. He is not entitled to recover possession of the premises, because he is estopped from denying that he is reversioner in respect of the lease granted by Mrs. Gooch to Gancia, and not the less so because at the time he represented himself as such he was as mortgagee entitled to say that the lease by Mrs. Gooch to Gancia did not bind him. I think that this estoppel against the plaintiff arises equally as between themselves and Sinclair, and as between himself and Gancia. Both Sinclair and Gancia altered their position by reason of the assertion of Neve's executors that the reversion attendant upon the determination of Gancia's lease was vested in them. By reason of this assertion Gancia granted and Sinclair accepted the sub-lease. This did not make either Gancia or Sinclair the tenant of Neve's executors. The estoppel simply prevents Neve's executors or the plaintiff from denying that Mrs. Gooch's reversion was vested in them as alleged by them, or from setting up an overriding title inconsistent with the licence by them as reversioners authorizing the sub-lease to Sinclair. I do not think it makes the slightest difference that, on the admitted facts, and in particular the payment of the rent reserved under the underlease of 1892, to Neve's executors and to Keith, a tenancy from year to year under Neve's executors or Keith would ordinarily be inferred. This would only be part of the truth which the plaintiff is estopped from denying. There is no evidence that Gancia was aware of the real state of affairs. For the reasons I have given I think that the judgment of Joyce, J., ought to be supported, and this appeal dismissed. I also agree with the judgment so far as relates to the relief against forfeiture.

STIRLING, L.J., delivered judgment to the same effect.

ROMER, L.J., concurred in the judgment delivered by Stirling, L.J.—COUNSEL, *Levett, K.C.*, and *Simpson; Hughes, K.C.*, and *F. L. Wright; Younger, K.C.*, and *E. Ford*. SOLICITORS, *Batten, Proffitt, & Scott; C. M. Barker; Routh, Stacey, & Castle*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

LONDON AND NORTH-WESTERN RAILWAY CO. v. MAYOR, &c., OF WESTMINSTER. No. 2. 12th March.

METROPOLIS—PUBLIC HEALTH—PUBLIC CONVENIENCE—APPROACHES—SUBWAY—TRESPASS—SUBSOIL OF ROADWAY AND FOOTWAY—INJUNCTION—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), s. 44.

This was an appeal from a decision of Joyce, J. (reported 50 W. R. 268; 1902, 1 Ch. 269). The facts were shortly as follows: In 1886, the plaintiffs purchased a small portion of land and some premises near Parliament-street and Bridge-street, Westminster, the premises, which they rebuilt, being used by them as offices. The defendants, a short time ago, constructed under the middle of Parliament-street certain public conveniences, which had approaches thereto by means of subways from either side of the street, the subways had their entrances by various staircases, which

themselves were situated close to the pavement, and it was one of these entrances which was placed opposite the plaintiffs' premises that was objected to by them. The defendants contended that they were justified by section 44 of the Public Health (London) Act, 1891 (54 & 55 VICT. c. 76), which authorizes sanitary authorities to construct public conveniences in places where they think it would be convenient to place them, and also enacts that for the purpose of such provision the subsoil of the road, exclusive of the footway adjoining any building or the curtilage thereof, shall vest in the sanitary authority. Part of the entrance and staircase of this subway, to the extent of 2ft. 9in., was in the footway, and the plaintiffs alleged that this was a trespass on their property, as only the soil of the roadway was vested in the defendants by reason of the Act; the soil of the footway being in them, as owners of the property adjoining the roadway. They also alleged that the act of the defendants was *ultra vires*, as they had no power to make subways under the street, and that on the pretence of making a convenience for the use of the public they had in reality constructed a subway, which was quite beyond their powers as a public authority. The plaintiffs claimed an injunction to restrain the defendants from trespassing upon their premises by permitting the tunnel, staircase, and railings to remain. Joyce, J., before whom the matter came, in delivering judgment on the 19th of November, 1901, commented on the want of evidence as to how the site was purchased, or the right to use it acquired, by the commissioners of Westminster Bridge, to which it formed part of the approach, or as to the ownership of the subsoil in Parliament-street. His lordship held that the presumption of law, that in the absence of evidence to the contrary the soil of a highway to the middle of the road belonged to the owners of the soil adjoining the highway—[His lordship referred to Pratt's Law of Highways (14th ed.), p. 39]—and the 2ft. 9in. of the roadway belonged to the plaintiffs, and being part of it, was not liable to be taken and used by the plaintiffs under the Act of 1891 for the purpose of constructing a convenience. His lordship granted the injunction against the defendants for the removal of this part of the staircase, but directed it to be stayed for six months with liberty to apply in chambers for a further stay in the event of an appeal from his decision, and he further stated that in his opinion his order would do the plaintiffs no real good, as he did not think the soil in question belonged to the plaintiffs, nor could he compel the defendants to restore the old line of the kerb. From this the plaintiffs appealed, and after considerable delay in useless negotiations the appeal came on for hearing.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.), allowed the appeal.

VAUGHAN WILLIAMS, L.J.—So far as the objects of the vestry, the predecessors of the Corporation of the City of Westminster, and the objects of the corporation are concerned, I have a good deal of sympathy. I think they acted in good faith and desired to do their best, and that they rather drifted into the position they ultimately took up. They thought that it would be a good thing to have these conveniences for the public and strangers visiting that part of the metropolis close to the Houses of Parliament and Westminster Abbey. They first of all thought the north end of Parliament-street would be best, but abandoned it on account of the traffic. They ultimately came to the conclusion that the southern end of the street would be most convenient, if they could place their convenience near a subway, and get some public authority to make it for them and construct convenient exits and entrances from this subway. This is plain from the letters of the 27th of July, 1898, and the 11th of January, 1899. Eventually, however, it seems to me clear that the corporation determined to make the subway themselves. [His lordship here read section 44 of the Public Health (London) Act, 1891 (54 & 55 VICT. c. 76).] My view of that section is, that it does not intend that there should be vested in the sanitary authority immediately so much of the subsoil as could be used for the purposes mentioned, but if the sanitary authority do use the subsoil for this purpose, then it should vest in them. If that is so, it seems to me to negative the view that the authority should acquire the land and pay compensation. My view of this section, though not essential to this case, might be of some importance if the sanitary authority were intended to be the judges of what land should be taken, and how much of it. [His lordship referred to *Stockton and Darlington Railway Co. v. Brown* (9 H. L. Cas. 246).] I do not think it is true to say that the corporation took this land with the object of using it for the purposes authorized by the Legislature. Joyce, J., could not find on the evidence any *malæ fides* on the part of the defendants. My view, however, is, that the defendants and their predecessors did acquire the lands for purposes not justified by the Act. They had no parliamentary authority to use this land for the purpose of making this subway, and I think they ought to be restrained from so doing. I think that under the circumstances this appeal should be allowed, but the injunction ought not to be limited to what has been called the excess of four feet.

STIRLING, L.J.—I am of the same opinion. The defendants are purporting to act under statutory powers as the sanitary authority within the city of Westminster. Both subway and convenience stand in part on subsoil admitted to be vested in the plaintiffs. [His lordship referred to *Galloway v. Mayor and Commonalty of London* (15 W. R. 1032, 1 Eng. & Tr. App. Cas. 34).] I think the plaintiffs are entitled to an injunction, but the corporation should have the right to alter this approach.

COZENS-HARDY, L.J., delivered judgment to the same effect. The injunction was suspended for two months for the defendants to decide to appeal to the House of Lords, and if they should appeal, the injunction should be suspended, pending the appeal.—COUNSEL, *Younger, K.C.*, *Montague Shearman, K.C.*, and *E. Hills; Hughes, K.C.*, and *Dighton Pollock*. SOLICITORS, *C. de J. Andrewes; Allen & Son*.

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

LIVINGSTONE v. MAYOR, &c., OF WESTMINSTER. Buckley, J.
4th and 10th March.

LOCAL GOVERNMENT—METROPOLITAN BOROUGH—COMPENSATION TO OFFICER ON ABOLITION OF OFFICE—ASSESSMENT BY COUNCIL—RESOLUTION ALTERING AMOUNT OF COMPENSATION—VALIDITY—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), s. 120.

This was an action to recover arrears of compensation alleged to be due to the plaintiff as the former holder of an office which had been abolished under section 30 of the London Government Act, 1889. When that Act came into operation, in November, 1900, the plaintiff was an "existing officer" of the vestry of the parish of St. George, Hanover-square, which parish formed a constituent part of the City of Westminster. On the 31st of January, 1901, the Westminster City Council resolved to temporarily employ him without prejudice to the amount of his compensation for abolition of office. On the 9th of May, 1901, the council resolved that his office be abolished as from the 31st of that month. The procedure to be followed in assessing the amount of compensation to be paid by a local authority to an officer whose office is abolished is contained in section 120 of the Local Government Act, 1888, and is applied to London by section 30 (2) of the London Government Act, 1889, and section 81 (7) of the Local Government Act, 1894. In pursuance of this procedure the plaintiff sent in his claim, shewing the amount of the salary and emoluments which he considered that he had enjoyed in respect of his office during each of the five years which preceded the 31st of May, 1901. Among the other "emoluments" in respect of which he claimed compensation were the sum of £20 a year and the estimated value of the provision of fodder, stable-room, and attendance voted to him by the late vestry in consideration of his finding a horse and vehicle to assist him in performing his duties as surveyor. He claimed that the average annual value of his salary and emoluments was £841. Under the Superannuation Act, 1859, ss. 2 and 7, having regard to his length of service, he was entitled to an allowance of $\frac{3}{5}$ of his salary and emoluments. His claim having been considered by the council, it was resolved on the 1st of August, 1901, that the plaintiff be granted a sum of £518 12s. 4d. (i.e., $\frac{3}{5}$ of £841). In November, 1902, the auditor, being of opinion that, in assessing the compensation the council had illegally treated as emoluments the above-mentioned sum of £20 a year and the estimated value of the provision of fodder, stable-room, and attendance, disallowed a certain proportion of the allowance which had already been paid to him. As a consequence, at a meeting of the council held on the 20th of November, 1902, the resolution of the 1st of August, 1901, was rescinded, and in lieu of the allowance thereby granted to the plaintiff, it was resolved that he be granted an allowance of £432 7s. 10d. (i.e., $\frac{3}{5}$ of £701 12s., the sum which the council now regarded as the average salary and other emoluments of the office). Payments of his allowance having been made to the plaintiff on this altered basis, he brought the present action. On his behalf it was contended that by the resolution of the 1st of August, 1901, the council had assessed the sum payable as compensation, and that, there having been no appeal to the Treasury within three months under section 120 (4), it became under section 120 (6) a specialty debt due to him from the council and enforceable in like manner as if the council had entered into a bond to pay the same. Consequently, it was urged the resolution of the 20th of November, 1902, whereby the council purported to rescind their previous resolution, had no effect. For the defendants it was contended that the resolution of the 1st of August, 1901, was *ultra vires* because in thereby assessing the compensation the council had illegally included as emoluments of the office sums which were not so in fact. It was urged that it was competent to the court, in spite of section 120 (4), to hold that the council had acted *ultra vires*. In addition to those mentioned below, the following authorities were cited: *Re v. Stepney Corporation* (1902, 1 K. B. 317), *The Queen v. Postmaster-General* (3 Q. B. D. 428), *Re Holborn Land Tax Assessment* (5 Ex. 548), *Upperton v. Ridley* (1903, A. C. 281), and *Ashbury Railway Co. v. Riche* (7 H. L. 653).

BUCKLEY, J., in the course of a considered judgment, said that the defendants contended that the question of fact—viz., what was the amount of the officer's salary and emoluments, was not one which was by the statute remitted to the council for determination, but that the court must in that action examine and determine it, and if it were found that £841 was in excess of the salary and emoluments, the resolution of August, 1901, was void. Therein he thought the defendants to be wrong. It was for the council to determine the question of fact, and if they did so, it was not for the court to review their decision; if it had been wrong, there was an appeal to the Treasury. If the council had plainly proceeded upon a wrong basis, he thought there might have been ground of defence to an action for more than the right amount. Or, in the like event, or if they had not fairly assessed the compensation in exercise of their powers, a *mandamus* might lie to call upon them to assess it anew. But, subject to that, it was for the council, and not for the court, to say what was the amount of the salary and emoluments of the office abolished. The defendants contended that, having regard to the concluding words of section 120 (1), he must examine what was the true amount of the salary and emoluments, and if he found it to be less than £841, then the resolution of August, 1901, was *ultra vires*. That contention failed. It was for the council, which had had the jurisdiction if the question of fact were rightly determined, to determine the fact upon which its jurisdiction arose. If the council had jurisdiction within limits, it was for the council to determine the question of fact, whose decision was necessary to determine the limits. An analogous case would be where the jurisdiction of a magistrate arose only if a particular fact were found to exist; it would be for the magistrate, if his

jurisdiction was invoked, to determine whether the fact existed. The principle was illustrated by the cases of *Cave v. Mountain* (1 Man. & Gr. 257, 261), *Brittain v. Kinnaird* (1 B. & B. 432), and *Reg. v. Bolton* (1 Q. B. 66). In the present case the amount of the salary and emoluments was a fact, lying at the root of the decision, which was by the Act remitted to the council with a right of appeal to the Treasury. Further, the concluding words of section 120 (1) were not words whose effect was to render the action of the council *ultra vires*, if they by their vote exceeded the amount. They would at most afford a ground of defence to an action for an amount exceeding that which could be given under the Act of 1859. He thought, therefore, that the question of *ultra vires* did not arise, and that the resolution of August, 1901, was valid. As a consequence there arose an obligation which, under section 120 (6), was a specialty debt enforceable as if the council had entered into a bond to pay the £518 12s. 4d. There was no power in the council to relieve themselves of this obligation, and the resolution of November, 1902, purporting to do so, was invalid. It resulted that the plaintiff was entitled to recover the sums which he claimed.—COUNSEL, *Danckwerts, K.C.*, and *W. F. Craies; Manisty, K.C.*, and *R. C. Glen*. SOLICITORS, *Fowler & Co.; Allen & Son*.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

MOUNT LYELL MINING CO. (Appellants) v. THE COMMISSIONERS OF INLAND REVENUE (Respondents). Channell, J. 11th March.

REVENUE—STAMP—DEBENTURES—"MARKETABLE SECURITY" . . . TRANSFERABLE BY DELIVERY—"MARKETABLE SECURITY" . . . GIVEN IN SUBSTITUTION FOR A LIKE SECURITY"—STAMP ACT, 1891 (54 & 55 VICT. c. 39), SCHEDULE I.

Appeal by case stated from the decision of the Commissioners of Inland Revenue. The question raised was as to the meaning of the words "substituted security" in the schedule to the Stamp Act, 1891. The case stated as follows: On the 12th of October, 1903, an instrument was presented on behalf of the appellants by their solicitors to the Commissioners of Inland Revenue under the provisions of section 12 of the Stamp Act, 1891, for the opinion of the commissioners as to the stamp duty with which the instrument was chargeable. In 1899 the North Mount Lyell Copper Co. (Limited) (hereinafter called the North Co.), being a company registered under the Companies Acts, 1862 to 1893, issued under the seal of the company a series of debentures of varying amounts, whereby they promised to pay to bearer, or, when registered, to the registered holder, the respective amounts thereof. In order to secure such debentures a trust deed was on the 7th of December, 1898, executed between the North Co. of the one part, and General Sir Hugh Gough and William Jacks (as trustees for the debenture-holders) of the other part, containing the conditions usual in such trust deeds. By an agreement dated the 22nd of May, 1903, made between a company called the Mount Lyell Mining and Railway Co. (Limited) (being a company registered under the laws of the State of Victoria) of the one part, and the North Co. of the other part, it was provided that a new company should be incorporated to take over the assets and liabilities of the companies parties thereto, including the liability of the North Co. to the debenture-holders, to whom debentures in the new company were to be given as therein provided. By a subsidiary agreement dated the 18th of June, 1903, made between Daniel James Mackay (on behalf of all the holders of the outstanding debentures of the North Co.) of the one part, and the North Co. of the other part, it was (amongst other things) provided that every holder of debentures of the North Co. should deliver up the debentures held by him and accept in lieu thereof debentures of an equivalent amount in the new company to be formed as aforesaid; such debentures were to be framed and secured as therein mentioned, and by clause 5 the delivery of such substituted debentures was to be accepted in satisfaction of the liability of the North Co. to him under the said debenture trust deed and debentures. By an agreement dated the 6th of August, 1903, and made between the aforesaid Mount Lyell Mining and Railway Co. (Limited), of the State of Victoria, of the first part, the North Co. of the second part, and Alfred Mellor, on behalf of a company which it was contemplated should be formed under the laws of the State of Victoria, under the style of the Mount Lyell Mining and Railway Co. (Limited) (the appellant company), of the third part, it was agreed to sell the respective undertakings of the old companies to the appellant company when incorporated, and as to the assets of the said North Co. subject to the existing mortgage debentures to be satisfied by the issue of debentures of the appellant company as therein provided. On the 11th of August, 1903, the appellant company was duly incorporated under the laws of the State of Victoria, in the Commonwealth of Australia, and by deed of that date it duly adopted under seal the last-mentioned agreement. A holder of one of the above-mentioned debentures issued by the North Co. surrendered such debenture at the office of the appellant company in London, and in lieu thereof received the debenture under the seal of the appellant company which is the subject of adjudication. In accepting such new debenture he acted under the agreement of the 18th of June, 1904, and he thereby released and gave up all right against the North Co. and all rights in respect of the first-mentioned debenture. The appellant company contends that the instrument in question falls to be charged only with substituted security duty at the rate of 6d. for every £20 thereof. The commissioners, being of opinion that the instrument in question was a marketable security, being a security transferable by delivery, and bearing date after the 6th of August, 1885, by reference to the heading "Marketable Security," sub-head 3, in the first schedule to the Stamp Act, 1891, and that it was not within the fourth sub-head of that heading, assessed the duty at 1s. for every £10 and for every fractional part of £10 of the money thereby secured. The appellants being aggrieved at the decision, the commissioners, at the request of the appellants, stated this case for the opinion of the court. In the schedule to the Stamp Act, 1891, under the heading

"Marketable Security," sub-head 3 is as follows: "Marketable security (except a Colonial Government security), being a security transferable by delivery and bearing date or signed or offered for subscription after the 6th of August, 1885.—For every £10 and also for any fractional part of £10 of the money thereby secured—1s." Sub-head 4 is as follows: "Marketable security (except a Colonial Government security), being such security as last aforesaid given in substitution for a like security duly stamped in conformity with the law in force at the time when it became subject to duty.—For every £20 and also for any fractional part of £20 of the money thereby secured—6d."

CHANNELL, J., in giving judgment for the Crown, said that he thought that what was required in order to bring a security under sub-head 4 of the above enactment was that the security substituted should be like the one for which it was substituted for and with regard to stamping purposes. In the present case a debenture of a colonial company was substituted for a debenture of an English company. Reference to the Stamp Act shewed that the provisions relating to the stamping of colonial debentures were different to those relating to the debentures of English companies, and he therefore was of opinion that he could not decide that there had been a substitution of a security for a like security. The decision of the commissioners was therefore right. Appeal dismissed with costs.—COUNSEL, *W. F. Hamilton, K.C., and E. Elgood; Sir R. B. Finlay, A.G., and S. A. T. Rowlatt.* SOLICITORS, *James White & Leonard; Solicitor of Inland Revenue.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

ATTORNEY-GENERAL v. CHAMBERLAIN AND OTHERS. Channell, J. 10th and 11th March.

REVENUE—ESTATE DUTY—SETTLEMENT ESTATE DUTY—WILL—LETTER CONTAINING INSTRUCTIONS TO EXECUTORS—SETTLEMENT—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 1, 2 (1) (c), 5 (1).

Information by the Attorney-General claiming from the defendants certain estate and settlement estate duties. The information stated that Sir Neville Chamberlain, by his will dated the 13th of December, 1901, devised and bequeathed all his estate to his brother, Sir Crawford Chamberlain, his heirs, executors, and administrators, absolutely, but if he should die in the lifetime of the testator, or become from any reason incapable of managing his affairs (the decision of the testator's executors thereon, or that of a majority, to be final), the testator directed his executors to hold his estate and effects upon such trusts as he should at any time make known to them, and the testator appointed his said brother, Sir Crawford, H. J. Morgan, and Charles Gasquet executors and trustees of his will. On the 11th of January, 1902, the testator, being then in a very feeble state of health, signed the following letter: "Instructions to my executors, Crawford, Morgan, and Gasquet.—Dear Brother Crawford (I dictated this to Gasquet).—(1) Like many others who have gone before me, I have failed to make provision for the distribution of my property amongst my relatives and friends before it became too late to do it with care. For this reason I have left all my estate to you in the fullest reliance that you will as far as possible and to the uttermost carry out any wish that I may express in writing now or later, or which may be conveyed to you verbally by Gasquet or my good-hearted cousin Henry. I have made a settlement on P. D. which should suffice for him in the struggle of life which we all have to face. As regards our family you will be the best judge how and when a suitable distribution should be made. I do not fetter your discretion in any way. You are an old man, and therefore do not delay the distribution. I should like you to prefer those who are least likely to be well off. Keep, of course, anything for yourself. As Sir Henry Chamberlain is what is usually called the head of the family and is not well off, I should like him to have £2,000."

(3) I wish the following amounts to be paid to my servants." (Here followed the names of various persons and the amount each person was to receive, and directions as to the disposal of several specific chattels, five charitable legacies of £1,000 each, and legacies varying from £50 to £200 to various persons. The letter then continued as follows: "Finally these are the instructions referred to in my will. They are not in any way to fetter Crawford, and may probably be added to if I am spared, or I may carry some out in my own lifetime. (Signed) Neville Chamberlain." A copy of this document was sent to Sir Crawford, who on the 14th of January, 1902, wrote to Gasquet a letter in which he said: "All I wish to say now is that every wish expressed by my brother shall be carried out to the very fullest extent so far as I am concerned, and as far as all we three executors are concerned, for his wishes are sacred, every word." This letter was shown to Sir Neville. After the letter of the 11th of January, 1902, Sir Neville verbally expressed further wishes or instructions to the said Charles Gasquet. He also made the aforesaid gifts for charitable purposes mentioned in the letter of the 11th of January, 1902. Sir Neville died on the 18th of February, 1902, and his aforesaid will was proved, and estate duty was paid on an amount exceeding £100,000, including sums given or settled by the testator within twelve months of his death, and legacy duty was paid on the value of his residuary personal estate. Sir Crawford took possession as beneficial owner of the testator's residuary personal and freehold and leasehold estate, and he made within twelve months next before his death a settlement of £5,000 on each of his four nephews and nieces. The settlement on his nephew, the defendant, Henry Chamberlain, was made by an indenture, dated the 13th of May, 1902, and between Sir Crawford Chamberlain of the first part, the defendant, Henry Chamberlain, of the second part, and the defendants J. H. Noble, H. S. Chamberlain, and Charles Gasquet (the trustees) of the third part. Sir Crawford by his will devised and bequeathed all his real and personal estate to his wife upon certain trusts in favour of herself and relatives of his and Sir Neville's. He died on the 13th of December, 1902, and his will was proved on the 9th of January, 1903. Estate duty was paid in respect of

his estate, the greater part of which consisted of property derived by him under the will of Sir Neville. The information alleged that under these circumstances estate duty and settlement estate duty under the Finance Act, 1894, ss. 1, 2 (1) (c) and 5 (1) had become payable by the defendants in respect of the principal value of the property—namely, the sum of £5,000, comprised in the settlement of the 13th of May, 1902, as property passing on the death of Sir Crawford within the meaning of the Act. The defendants refused to pay the duties and contended that the letter of the 11th of January, 1902, constituted a precatory trust; that Sir Crawford, in making the settlement of £5,000 on the defendant Henry Chamberlain had acted as trustee in carrying out the intentions of the trust, and that, therefore, the £5,000 was not property which passed on his death. On behalf of the Crown it was now contended that the letter of the 11th of January did not constitute a trust; that under the terms of the will of Sir Neville, Sir Crawford had become beneficial owner of the estate of Sir Neville; that the settlement by Sir Crawford on Henry Chamberlain was a gift made within twelve months of his death, and the defendants were therefore liable in respect of the duties claimed.

CHANNELL, J., in delivering judgment for the Crown, said that the duty was claimed by the Crown on the ground that the settlement by Sir Crawford was a gift. The question was whether the settlement was made at a time when the settlor was under an enforceable obligation to make the settlement in execution of a trust. The documents which had to be considered were the letters of the 11th and 14th of January and the will of Sir Neville. The obligation, if any, on Sir Crawford arose from the assent in the letter of the 14th of January; but if there was in any of the other documents an expressed reservation of a discretion to Sir Crawford in dealing with his brother's estate, the assent must be interpreted with reference to that reservation. The question really depended on what was the true interpretation of the letter of the 11th of January, and that had to be interpreted with reference to the will. He, the learned judge, thought that what had been done by Sir Neville Chamberlain by his letter was exactly that which was described in the judgment of Lord Hatherley, L.C., in *McCormick v. Grogan* (17 W. R. 961, L. R. 4 H. L., at p. 95). He had, in effect, created not a trustee or executor, but a second self, to make the proper and best distribution of his property. Sir Neville, feeling that he was then unable to distribute his property reasonably and equitably himself, left the whole of his property to his brother in order that he should distribute the property amongst their relatives in the manner in which he, Sir Neville, should wish. That being so, it followed that the settlement in question, although made under the moral obligation, was in fact a gift; and that, therefore, the duties claimed were payable by the defendants. Judgment for the Crown with costs.—COUNSEL, *Sir R. B. Finlay, A.G., and Vaughan Hawkins; Haldane, K.C., C. E. E. Jenkins, K.C., and K. G. Metcalfe.* SOLICITORS, *Solicitor to Inland Revenue; Gasquet & Metcalfe.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

ELLINGER & CO. AND SCHLESINGER v. THE MUTUAL LIFE INSURANCE CO. OF NEW YORK. Bigham, J. 14th March.

INSURANCE (LIFE)—BREACH OF CONDITION NOT TO COMMIT SUICIDE—INSURANCE FOR THE BENEFIT OF CREDITOR—EXECUTOR SUIING AS TRUSTEE FOR CREDITOR—LIABILITY OF INSURANCE COMPANY.

Action tried in Commercial Court. This was an action to recover £1,000 on a policy of life insurance. The plaintiffs Ellinger & Co. were creditors of, and the plaintiff Schlesinger was the executor of, one Max Firnberg, deceased. Schlesinger sued as trustee for Ellinger & Co., who, it was alleged, were entitled to the insurance. Max Firnberg, being indebted to Ellinger & Co. determined to insure his life for their benefit, and he took out a policy with the defendant company, but without Ellinger & Co.'s knowledge. The application was stated to be "the basis and a part of a proposed contract of insurance," and Firnberg therein stated that the "following statements and answers . . . in continuation of this application are by me warranted to be true and are offered to the company as a consideration of the contract" which he agreed to accept. The application contained twenty statements, of which No. 9 was as follows: "The full name of the person to whom the insurance is payable is Ellinger & Co., Manchester," and No. 12 was as follows: "The insurable interest of the said beneficiary in the life proposed for insurance other than that of family relationship is to cover debt." Then followed three clauses whereby Max Firnberg warranted and agreed that (1) he would not travel or reside in the Torrid Zone, &c., nor carry on certain specified extra-hazardous employments without the permission of the defendant company; (2) nor engage in any military or naval service in time of war, during the continuance of the said contract, without first obtaining permission from the defendants; the third clause was as follows: "I also warrant and agree that I will not commit suicide, whether sane or insane, during the period of one year from the date of the said contract." This application form was dated and signed by Max Firnberg on the 23rd of May, 1902. The policy, which was dated the 21st of May, 1902, commenced by stating that "in consideration of the application for this policy which is hereby made a part of this contract" the defendants promised to pay unto Ellinger & Co., creditors of Firnberg, £1,000 upon acceptance of satisfactory proofs of the death of Firnberg, provided such death took place within five years from the date of the policy and during its continuance. On the back of the policy were certain provisions, requirements, and benefits. One of these stated that "military and naval service of any kind, the volunteer service of Great Britain and Ireland, in time of peace excepted, whether combatant or non-combatant, without permission . . . is prohibited under this contract." Ellinger & Co. were not informed of the existence of this policy until November, 1902, at which time they were pressing Max Firnberg for payment of his debt. On the 19th of February, 1903, Max Firnberg com-

mitted suicide during a fit of temporary insanity. The plaintiffs contended that suicide under those circumstances was only a misfortune—an accident, and that the act of committing suicide did not invalidate the policy, but that the promise not to commit suicide was merely an independent promise by Max Firnberg, the breach of which, at the most, would only give the defendants a right to claim against his estate. The defendants, therefore, were liable on the policy. The defendants contended that by committing suicide Max Firnberg had committed an act which rendered the policy void.

BIGHAM, J., in giving judgment, said that he was of opinion that the defendants' contention was the right one—viz., that the breach of the undertaking not to commit suicide was such as to render the policy void. It did not matter, he thought, whether that undertaking was called a warranty or not. It was a limitation of the defendants' liability and that had been expressed in apt words. He held that the defendants were not liable on the policy, and accordingly gave judgment for the defendants.—COUNSEL, *C. A. Russell, K.C., and Cabane; R. B. Haldane, K.C., and Rowlatt. SOLICITORS, G. Trenam, for Addleshaw, Son, & Co., Manchester; Freshfields.*

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re BURNAND. Ex parte THE TRUSTEE v. BAKER, SUTTON, & CO.
Buckley, J. 7th and 8th March.

BANKRUPTCY—RIGHT OF TRUSTEE TO BOOKS OF BANKRUPT—BOOKS OF UNDERWRITER AT LLOYDS ACTING AS AGENT TO UNDERWRITER IN THE NAMES OF OTHER PERSONS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 50—BANKRUPTCY RULES, 1886-1890, r. 349.

Motion by the trustee in the bankruptcy of P. G. C. Burnand for an order that the respondents Messrs. Baker, Sutton, & Co. do deliver up to the trustee the books of the bankrupt used in his business as an underwriter at Lloyds. The respondents were accountants and the books had come into their possession prior to the bankruptcy for the purpose of being audited. They did not claim to retain them in their own right, but because they had been warned not to part with them by five persons in whose names and on whose behalf the bankrupt had carried on the ordinary business of an underwriter at Lloyds in accordance with the usual custom of Lloyds, upon the terms and conditions of certain written agreements. These persons claimed to have a joint property in the books with the bankrupt as they contained records of transactions on their behalf. The terms of the agreements under which the bankrupt acted as agent for these persons for the purpose of underwriting at Lloyds, so far as they related to the books, were as follows: Clause 5: "Proper underwriting and account books shall be provided and kept in the usual manner, and shall at all times be open to the inspection of the said A. B. or his agent thereunder appointed in writing, and the said P. G. C. Burnand (the bankrupt) shall at all times give to the said A. B. such information or explanations as to the books or the state of the account as he may require." Clause 6: "The said A. B. so long as the underwriting is carried on under this agreement shall pay to the said P. G. C. Burnand while he shall duly perform the engagements on his part hereinafter contained as a remuneration for his services in conducting the said underwriting business, for keeping and providing books and papers, and for providing a proper office and clerical assistants and all other outgoings and expenses connected with the underwriting business the sum of £ per annum."

BUCKLEY, J., held that under the terms of the agreements the books were evidently the exclusive property of the bankrupt, and must be delivered up to the trustee. If it had been intended that the five persons for whom the bankrupt acted as agent were to have any property in the books, it would have been needless for the agreement to stipulate that they should have the right to inspect them. They were not the property of any of the five persons as against the other four, or as against the bankrupt. He was to provide and keep them, and they were his property. Application allowed.—COUNSEL, *S. J. Lushington; Muir Mackenzie. SOLICITORS, Parker, Garrett, Holman, & Houden; Merriman, Pike, & Merriman.*

[Reported by P. M. FRANKS, Esq., Barrister-at-Law.]

New Orders, &c.

The Motor Car Acts, 1896 and 1903.

REGULATIONS FOR THE USE AND CONSTRUCTION OF MOTOR CARS.

TO THE COUNTY COUNCILS of the several Administrative Counties in England and Wales:—

To the Mayor, Aldermen, and Commons of the City of London in Common Council assembled;—

To the Councils in the several County Boroughs in England and Wales;—

To the Councils of the several Metropolitan Boroughs;—

To the Urban District Councils of the several Urban Districts in England and Wales;—

To the Rural District Councils acting as the Highway Authorities in Rural Districts in England and Wales;—

And to all others whom it may concern.

WHEREAS by Section 6 of the Locomotives on Highways Act, 1896 (hereinafter referred to as "the Act of 1896"), it is enacted that—

"(1.) The Local Government Board may make regulations with respect to the use of light locomotives on highways, and their construction, and the conditions under which they may be used.

"(2.) * * * All regulations under this section shall have full effect notwithstanding anything in any other Act, whether general or local, or any bye-laws or regulations made thereunder."

And whereas by Section 2 of the Act of 1896 it is enacted that—

"During the period between one hour after sunset and one hour before sunrise, the person in charge of a light locomotive shall carry attached thereto a lamp so constructed and placed as to exhibit a light in accordance with the regulations to be made by the Local Government Board."

And whereas by Section 7 of the Act of 1896 it is enacted that—

"A breach of any * * * regulation made under this Act * * * may, on summary conviction, be punished by a fine not exceeding ten pounds."

And whereas by an Order dated the 9th day of November, 1896, made in pursuance of the Act of 1896, We, the Local Government Board, made Regulations with respect to the use of Light Locomotives on Highways and their construction, and the conditions under which they might be used;

And whereas, in consequence of the passing of the Motor Car Act, 1903 (hereinafter referred to as "the Act of 1903"), it is expedient that the said Regulations should be rescinded and that other provision should be made with respect to the use of motor cars on highways, their construction, and the conditions under which they may be used:

And whereas in pursuance of Section 7 of the Act of 1903 the Act of 1896 is referred to as "the principal Act," and by sub-section (1) of Section 20 of the Act of 1903, it is enacted as follows:—

"(1.) In this Act the expression 'Motor Car' has the same meaning as the expression 'light locomotive' has in the principal Act, as amended by this Act, except that for the purpose of the provisions of this Act with respect to the Registration of Motor Cars, the expression 'Motor Car' shall not include a vehicle drawn by a motor car."

"The provisions of this Act and of the principal Act shall apply in the case of a roadway to which the public are granted access in the same manner as they apply in the case of a public highway."

NOW THEREFORE, in pursuance of the powers given to Us by the Act of 1896 and the Act of 1903, and by any other Statutes in that behalf, We, the Local Government Board, Do hereby rescind the said Regulations made by Our Order dated the Ninth day of November, One thousand eight hundred and ninety-six, and do by this Our Order make the following Regulations with respect to the Use of Motor Cars on Highways, and their construction, and the conditions under which they may be used:—

ARTICLE I.—In this Order—

The expression "carriage" includes a waggon, cart, or other vehicle.

The expression "horse" includes a mule or other beast of draught or burden, and the expression "cattle" includes sheep.

The expression "Motor Car" means a vehicle propelled by mechanical power which is under three tons in weight unladen, and is not used for the purpose of drawing more than one vehicle (such vehicle with its locomotive not exceeding in weight unladen four tons), and is so constructed that no smoke or visible vapour is emitted therefrom except from any temporary or accidental cause.

In calculating for the purposes of this Order the weight of a vehicle unladen, the weight of any water, fuel, or accumulators used for the purpose of propulsion shall not be included.

The expression "highway" includes any roadway to which the public are granted access.

ARTICLE II.—No person shall cause or permit a Motor Car to be used on any highway, or shall drive or have charge of a Motor Car, when so used, unless the Conditions herein-after set forth are satisfied: namely,—

(1.) The Motor Car, if it exceeds in weight unladen five hundred-weight, shall be capable of being so worked that it may travel either forwards or backwards.

(2.) The Motor Car shall not exceed seven feet two inches in width such width to be measured between its extreme projecting points.

(3.) The tire of each wheel of the Motor Car shall be smooth and shall, where the same touches the ground, be flat and of the width following, namely,—

(a) if the weight of the Motor Car unladen exceeds fifteen hundred-weight, but does exceed one ton, not less than two and a half inches;

(b) if such weight exceeds one ton, but does not exceed two tons, not less than three inches;

(c) if such weight exceeds two tons, but does not exceed three tons, not less than four inches.

Provided that where a pneumatic tire or other tire of a soft or elastic material is used the conditions herein-before set forth with respect to tires shall not apply.

(4.) The Motor Car shall have two independent brakes in good working order, and of such efficiency that the application of either to the Motor Car shall cause two of its wheels on the same axle to be so held that the wheels shall be effectually prevented from revolving, or shall have the same effect in stopping the Motor Car as if such wheels were so held.

Provided that in the case of a Motor Car having less than four wheels this condition shall apply as if, instead of two wheels on the same axle, one wheel was therein referred to.

(5.) Where the weight of a Motor Car unladen exceeds fifteen hundred-weight and the Motor Car is fitted with tires other than pneumatic tires or tires of a soft or elastic material, the weight of the

Motor Car unladen shall be painted in one or more straight lines upon some conspicuous part of the right or off side of the Motor Car in large legible letters in white upon black or black upon white, not less than one inch in height.

(6.) The Motor Car and all the fittings thereof shall be in such a condition as not to cause, or to be likely to cause, danger to any person on the Motor Car or on any highway.

(7.)—(i.) The lamp to be carried attached to the Motor Car in pursuance of Section 2 of the Act of 1896 shall be so constructed and placed as to exhibit, during the period between one hour after sunset and one hour before sunrise, a white light visible within a reasonable distance in the direction towards which the Motor Car is proceeding or is intended to proceed, and to exhibit a red light so visible in the reverse direction. The lamp shall be placed on the extreme right or off side of the Motor Car in such a position as to be free from all obstruction to the light.

Provided that where a lamp, which exhibits a red light in the direction contrary to that towards which the Motor Car is proceeding, is carried attached to the back of the Motor Car, the Condition requiring the lamp attached in pursuance of Section 2 of the Act of 1896 to exhibit a red light shall not apply or have effect with regard to the Motor Car.

Provided also that the first paragraph of this Condition shall not extend to any bicycle, tricycle, or other machine to which Section 85 of the Local Government Act, 1888, applies.

(ii.) Every lamp carried by a Motor Car when in use on a highway at any time during the period mentioned in this Condition shall be so constructed, fitted, and attached as to prevent the movement or the use as a searchlight of the light exhibited by any such lamp.

ARTICLE III.—No person shall cause or permit a Motor Car to be used on any highway for the purpose of drawing any vehicle, or shall drive or have charge of a Motor Car when used for such purpose unless the Conditions hereinafter set forth are satisfied—namely:

(1.) Conditions (2), (3), (5), and (6) of Article II. of this Order shall apply as if the vehicle drawn by the Motor Car was therein referred to instead of the Motor Car itself.

(2.) Every vehicle exceeding two hundredweight in weight unladen drawn by a Motor Car, shall have a brake in good working order of such efficiency that its application to the vehicle shall cause two of the wheels of the vehicle on the same axle to be so held that the wheels shall be effectually prevented from revolving, or shall have the same effect in stopping the vehicle as if such wheels were so held.

(3.) The vehicle drawn by a Motor Car shall, when in pursuance of the Condition lastly herein-before set forth a brake is required to be attached thereto, carry upon the vehicle a person competent to apply efficiently the brake: Provided that it shall not be necessary to comply with this Condition if the brakes upon the Motor Car by which the vehicle is drawn are so constructed and arranged that neither of such brakes can be used without bringing into action simultaneously the brake attached to the vehicle drawn, or if the brake of the vehicle drawn can be applied from the Motor Car by a person upon the Motor Car independently of the brakes of the latter.

ARTICLE IV.—Every person driving or in charge of a Motor Car when used on any highway shall comply with the Regulations hereinafter set forth—namely:

(1.) He shall not cause the Motor Car to travel backwards for a greater distance or time than may be requisite for the safety or convenience of the occupants of the Motor Car and of the passenger and other traffic on the highway.

(2.) He shall not, when on the Motor Car, be in such a position that he cannot have control over the same, or that he cannot obtain a full view of the road and traffic ahead of the Motor Car, or quit the Motor Car without having taken due precautions against it being started in his absence, or allow the Motor Car or a vehicle drawn thereby to stand on such highway so as to cause any unnecessary obstruction thereof.

(3.) He shall when meeting any carriage, horse, or cattle keep the Motor Car on the left or near side of the road, and when passing any carriage, horse, or cattle proceeding in the same direction keep the Motor Car on the right or off side of the same.

(4.) He shall not negligently or wilfully prevent, hinder, or interrupt the free passage of any person, carriage, horse, or cattle on any highway, and shall keep the Motor Car and any vehicle drawn thereby on the left or near side of the road for the purpose of allowing such passage.

(5.) He shall, whenever necessary, by sounding the bell or other instrument required by Section 3 of the Act of 1896, give audible and sufficient warning of the approach or position of the Motor Car.

(6.) He shall on the request of any police constable in uniform, or of any person having charge of a horse, or if any such constable or person shall put up his hand as a signal for that purpose, cause the Motor Car to stop and to remain stationary so long as may be reasonably necessary.

ARTICLE V.—Every Motor Car shall be so constructed as to enable the driver, when the Motor Car is stationary otherwise than through an enforced stoppage owing to necessities of traffic, to stop the action of any machinery attached to, or forming part of the Motor Car so far as may be necessary for the prevention of noise. The driver shall on every such occasion make prompt and effective use of all such means as, in pursuance of this Condition, are provided for the prevention of noise as above-mentioned.

Provided that this regulation shall not apply so as to prevent the examination or working of the machinery attached to, or forming part of a

Motor Car where any such operation is rendered necessary by any failure or derangement of the said machinery.

This Order may be cited as "The Motor Cars (Use and Construction) Order, 1904."

Given under the Seal of Office of the Local Government Board, this Ninth day of March, in the year One thousand nine hundred and four.

L.S.

WALTER H. LONG, President.
S. B. PROVIS, Secretary.

Law Societies.

The Law Society.

NOTICE.

A special general meeting of the members of the society will be held in the Hall of the society on Friday, the 22nd of April next, at 2 p.m. precisely. Members who wish to move resolutions or to ask questions should give notice of them to the secretary on or before the 31st of March, 1904.

(By order)

E. W. WILLIAMSON, Secretary.

STUDENTS' RECEPTION.

MR. EDWARD JENKS, the principal, held a reception at the Law Society's Hall, on Thursday, the 9th instant, of students attending the classes and lectures in connection with the society's system of legal education. Upwards of 120 of the students were present, and amongst the guests were the Attorney-General, Sir John Macdonell, K.C.B., Sir Thomas Brooke Hitching, Professor Goudy, Mr. T. R. Hughes, K.C., and Mr. Edward Pollock. The president of the society, Mr. J. E. Gray Hill (Liverpool), was unfortunately prevented by illness from attending, but the vice-president, Mr. Thomas Rawle, with Mr. W. Melmoth Walters, Mr. Robert Ellett (Cirencester), and Mr. H. E. Gribble, members of the Council, and Mr. E. W. Williamson (secretary) were present. The reception was followed by a concert, which was held in the large room forming the attic story in the new wing of the building, which is to be used as a lecture room, and, when occasion needs, as an overflow examination hall. It is a spacious, lofty apartment, brilliantly lighted by electricity, the style of architecture of the severest Greek, and depends rather on dignity of proportion than on ornament for whatever merits it may possess from the aesthetic point of view. The concert is the first use to which the room has been put since its completion. The programme of music was admirably selected and excellently carried out. The artists were Mr. E. K. Hall, who gave several pianoforte solos and also accompanied; Mrs. William Finlay, who played several violin solos, and Miss May Coleman gave Irish songs, accompanying herself in some cases with the Irish harp. Miss Violet Still also performed pianoforte solos, and Miss Edith Ladd accompanied some of the singers. Dr. Edgar Pymar and Mr. Churchill Still sang, and Mr. W. D'Arcy gave a couple of Irish character sketches.

At the conclusion of the first part of the concert, the VICE-PRESIDENT presented the certificates of distinction which had been gained during the last term by the following students: Mr. A. W. Fryzer, Mr. J. B. Lander, and Mr. M. R. C. Scott, all in the Law of Torts and Bankruptcy and Company Law; Mr. E. Foss and Mr. W. W. Hemman, in the Law of Torts; Mr. T. E. Carpenter, Mr. W. R. Carter, Mr. N. S. Done, and Mr. G. E. Root, all in Bankruptcy and Company Law. These certificates were obtained by students reading for the Final Examination; the following were obtained by those reading for the Intermediate Examination: Mr. T. E. Evans, in Things Real and Rights in Personal Relations; Mr. L. Ashbridge and Mr. C. L. M. Langham in Rights in Private Relations.

DR. BARLOW said that unfortunately the voice of Mr. Jenks was not in quite as good form as usual, and therefore he had asked him to say a word. The work of the teaching system was going ahead steadily and most successfully, and one of the most satisfactory features of the work was the extremely pleasant relations between the teaching staff and the students. It was a real pleasure to teach under such circumstances. He had had a little while ago to look through some papers sent by correspondence, in sending which the student had said he hoped he would not feel snorty if he suggested that his paper was coming in a little late. He (Dr. Barlow) had endeavoured to assure him that the last thing any of the teaching staff would do in such a connection would be to feel snorty. The staff were as anxious as could be to be on the most friendly terms with the students.

THE VICE-PRESIDENT said he regretted very much the absence of the president, who had fully intended to have had the pleasure of being present. It was a very great pleasure to the Council and to the teaching staff to see the interest that was taken by articled clerks, the future solicitors, in taking advantage to the full of the new and excellent arrangements that had lately been made by the society with regard to their instruction in the law. The classes had been numerously attended; he himself had had the honour of being present at at least one of them, when he had been very much struck by the close attention which was being paid by every one of the men present. They had all seemed to be working with a will, and to have come there for serious business, and he thought the proof of that was to be found in the number of awards which the principal had been able to see his way to give the students who had been fortunate enough to receive the certificates of merit this evening. Of course, these certificates conveyed a great deal. They conveyed the signifi-

cation that the recipients of the certificates had been regular in their attendance and assiduous in their work, and that they had proved themselves to be men of distinction and of some attainments. He could only hope that whatever they had received that evening was but the forerunner of much more fruitful benefits to be received from the public in the future. The law was a most jealous mistress; she insisted upon having every bit of one's attention, one's entire devotion; one must think of nothing else; one must sacrifice one's self wholly to her, that was if one wanted to win her favour. And he did say that the important thing for young men was this, that they should teach themselves. It was no good thinking about the future, and saying this and hoping that, and wanting to sit down at one's ease where one's father or predecessor had left off, after hard and active work for a large number of years. That would not bring anything, and it was not fit that it should. The great thing was to do the very best one could with one's whole heart with regard to whatever one was about at the moment. Let them think nothing about the future, and the future would be sure to take care of itself, without any need for bothering a partnership, or whether one would be Government Solicitor of Calcutta, or anything else. Let them attend to the business in hand, and do their very best with that, and the rest would be sure to follow in proper order. The members of the Council were satisfied with the results of their new efforts in the direction of legal education. Of course, they were hoping for something further, and principally owing to the exertions of the Attorney-General, he believed they were nearer now than ever to reaching that long-talked-of and much-desired land of hope, the School of Law. That would mean a great deal for the solicitor branch of the profession. When the School of Law had been carried out in conjunction with the Bar, he thought it would have a very far-reaching effect on a very scientific scale. It would be one of the greatest educational systems in the whole world, because it would be possible to specialise. He thought there was every hope of seeing that an accomplished fact before long.

Mr. M. LATTER, on behalf of the principal and the teaching staff, moved a vote of thanks to the vice-president and to the artistes.

Mr. F. H. STEVENS seconded the motion, observing that the solicitor branch of the profession were very much indebted to the president of the society for the whole-hearted way in which he had thrown himself into the movement for the reform of legal education. His absence was greatly to be regretted; perhaps he had been overworking himself, for one could not take up a legal paper without seeing that he had been addressing some meetings, at Leeds, of the Yorkshire Board of Legal Studies, or else he had been dressing down the students in his own City of Liverpool, or perhaps enforcing his opinion upon some local law society; or possibly he was to be seen attending one of the lectures in connection with the society's system of education. It was quite certain that anyone who took the trouble to make himself acquainted with the society's system of education must feel that it was a success, and if the impossible should happen, and it should be a failure, no one, however severe a critic he might be, could point his finger at the teaching staff and say it was their fault.

The VICE-PRESIDENT, in humorous terms, returned thanks for himself and for the artistes.

The Sheffield District Incorporated Law Society.

The twenty-ninth annual general meeting of this society was held on the 29th ult. There were present Messrs. W. E. Atkinson, H. Auty, J. C. Auty, J. Barber, C. Barker, R. Benson, J. Binney, F. Bowman, E. Bramley (hon. sec.), H. P. Burdakin, T. H. Davidson, G. Denton, L. E. Emmet, H. W. D. Fielding, W. H. Foster, A. F. H. Harrop, E. T. Harrop, H. Hughes (vice-president), S. J. Newsom, C. Padley, T. A. Peck, D. H. Porrett, H. B. Richardson, F. Parker Rhodes (president), H. E. Sandford, G. H. Simpson, A. Slater, W. F. Smith, A. A. Tasker, A. Wightman (treasurer), and R. T. Wilson.

The notice convening the meeting, and the report, as printed and circulated, having been taken as read, it was resolved:

1. That the report presented by the committee be received, confirmed, and adopted.
2. That the cordial thanks of the society be given to Mr. F. Parker Rhodes, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.
3. That the accounts of Mr. Arthur Wightman, the treasurer for the past year, be approved and passed, and that the thanks of the society be given to him for his services.
4. That the cordial thanks of the society be given to Mr. Edward Bramley for the able manner in which he has discharged the office of honorary secretary during the past year.
5. That Mr. Herbert Hughes be elected the president, Mr. Philip Kenyon Wake the vice-president, and Mr. Arthur Wightman be re-elected the treasurer, and Mr. Edward Bramley the secretary of the society.
6. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year: Messrs. R. Benson, J. Carrington (Barnsley), W. E. Clegg, L. E. Emmet, W. B. Esam, E. T. Harrop (Rotherham), W. Irons, A. E. Maxfield, A. Neal, S. J. Newsom, J. K. Parker, F. Parker Rhodes, B. A. Wightman, R. T. Wilson.
7. That the best thanks of the society be given to Messrs. H. P. Burdakin and G. A. Wilson for their kindness in auditing the accounts for the past year, and that they be re-appointed for the ensuing year.
8. That the thanks of the society be given to the Right Honourable C. B. Stuart Wortley, K.C., M.P., for his attention to the matters laid before him by the committee, and for prints of the Public Bills brought into the House of Commons during the past Session which he has forwarded to the committee.

9. That the action of the committee in raising the library subscription from £1 ls. to £1 11s. 6d. for town members who have been in practice more than three years, and barristers, be and the same is hereby approved and confirmed.

A vote of thanks to the chairman concluded the business of the meeting.

The following are extracts from the report of the committee:

Members.—The number of members is now 165.

Poor Prisoners' Defence Act, 1903.—Rules under this Act, which came into operation on the 1st of January, 1904, have not yet been issued, and cannot be issued till they have lain before Parliament for at least forty sitting days; but it is understood that the clerk of the peace will keep a rota of solicitors willing to act under the statute, and any member who is so willing should make application to him to be put on the rota.

The Prevention of Corruption Bill.—This Bill was again introduced into the House of Lords, and was open to the same objections as to details as its predecessors, namely, that it would interfere with the receipt of commissions on insurance premiums and other unobjectionable and well known customs. It was considerably amended by the Standing Committee on Law of the House of Commons, before whom it came in July last, but was eventually dropped.

Legal Education and Sheffield University College Law Classes.—Eleven gentlemen are attending the elementary course for the session 1903-4, and four the advanced—a good average number.

Type-written Parchment Engrossments.—The Registrar of Deeds at Wakefield communicated with this society, informing them that he had received for registration several type-written parchment documents which could be easily obliterated. Your committee consider that type-written parchment engrossments are open to grave objections on this score, and strongly recommend members not to adopt that form of engrossment.

The Herefordshire Incorporated Law Society.

The annual general meeting of this society was held on the 16th of February, 1904, when there were present Mr. F. R. James (president), Mr. F. S. Collins (vice-president), Messrs. H. C. Beddoe, J. Gwynne James, J. Lambe, T. Llanwarne, E. L. Wallis, Earle, Corner, Lloyd, Vaughan, Matthews, D. Allen, W. J. Humphrys, Levick, Watson, and J. R. Symonds (hon. sec.).

The minutes of the last general meeting were read, confirmed, and signed.

The report of the committee for the past year was received and adopted.

It was resolved, on the motion of Mr. J. G. James, seconded by Mr. Corner, that Mr. F. S. Collins be elected president for the ensuing year.

It was resolved, on the motion of Mr. Lloyd, seconded by Mr. Llanwarne, that a cordial vote of thanks be accorded to Mr. F. R. James for his services as president during the past year.

It was resolved, on the motion of Mr. H. C. Beddoe, seconded by Mr. Humphrys, that Mr. E. S. Wallis be elected vice-president for the ensuing year.

The following were elected as the committee: Messrs. H. C. Beddoe, J. Gwynne James, Lambe, Llanwarne, A. J. Corner, E. P. Lloyd, W. J. Humphrys, H. V. Vaughan, Lilley, and F. R. James.

Mr. J. R. Symonds was elected hon. secretary and treasurer.

The following are extracts from the report of the committee:

Business and Procedure at Assizes.—The resolution passed at the Liverpool meeting desiring the Council to take this subject into consideration was considered and discussed, and a resolution passed in favour of retaining the power to try actions at assize towns.

The following are extracts from the report of the committee:

Members.—The number of members is now seventy-four. Eight new members were elected at the annual meeting.

The Prevention of Corruption Bill.—The attention of the committee was given to this Bill when it was before Parliament last year, and they made a request to the local members to support amendments with a view to prevent undue interference with insurance business, and also to secure the omission of the objectionable clause which provided that in a prosecution "evidence shall not be admissible to shew that any gift or consideration was customary in any trade or calling," and also restoring the words requiring that to be corrupt, the receipt of commission must be "without the knowledge of the principal." The Bill was, however, withdrawn.

The Selden Society.

The following is the report of the committee for the year 1903:

1. Notwithstanding losses by death and resignation, the number of members is well maintained, and shews a slight increase.
2. Volume XVI. of the society's publications, "Select Proceedings in the Star Chamber," edited by Mr. I. S. Leadam, which was unavoidably delayed, is now issued, and the council are glad to report that there are now no arrears in the publications.
3. Volume XVII. for 1903 is the first volume of the new edition of the "Year Books of Edward II.," edited by Professor Maitland, and issued in October last. This marks the commencement of the arduous and expensive undertaking which the council have for some years contemplated. In the absence of Professor Maitland abroad, his colleagues on the council desire to express their cordial admiration of the brilliant manner in which this work has been conceived and executed, both in the scholarly treatment of the text and language, and in the lucid expositions of history and law contained in the introduction. The reception accorded to the volume has fully justified the society in its efforts to produce an edition of a definite period of the year books, which may be utilized as a standard for more extended future work in the same direction, whether by this society or by

the Government or others. Since the first volume appeared Professor Maitland has been able, with better health, to proceed more rapidly than was anticipated with materials for future volumes. The council may therefore be in a position to issue them at a quicker rate than they had contemplated. But having regard to their arrangements for other works, such a course may involve serious inroads upon the reserve fund. Much new and important material has been discovered which was not included in Maynard's edition, and the work will require a larger number of volumes than originally estimated.

4. The volume for 1904 will be a first volume of "Select Borough Costumals," edited by Miss Mary Bateson, which is already well advanced. A proposed second volume of the Star Chamber Proceedings has been postponed at the request and for the convenience of the editor, Mr. Leadam. Provisional arrangements (subject to the possibility of a quicker issue of Year Books and to other contingencies) have been made for the following publications in subsequent years: 1905, "Year Books of Edward II.," Vol. II., edited by Professor Maitland; 1906, "Borough Costumals," Vol. II., or "Star Chamber," Vol. II.; 1907, "Year Books of Edward II.," Vol. III. Also other volumes of the year books and volumes on "Glanvill" and "Charters of Trading Companies."

5. The period of Lord Macnaghten's office as president has expired. The council have nominated in his place Lord Alverstone, who has kindly consented to accept the office. The council desire to record their gratitude to Lord Macnaghten for his services as president during the last three years.

6. Under the rules the following members of the council retire by rotation—namely, Mr. Attlee, Mr. Chadwyck Healey, K.C., Mr. Inderwick, K.C., Mr. Justice Joyce, and the Master of the Rolls.

The council have re-nominated Mr. Attlee, Mr. Chadwyck Healey, K.C., Mr. Justice Joyce, and the Master of the Rolls, who are willing to serve again; and in place of Mr. Inderwick they have nominated Mr. J. E. Gray Hill, President of the Incorporated Law Society, who has kindly consented to serve. No nomination has been received under rule 7 (a).

7. An abstract of the accounts, with the report of the auditors, is annexed.

United Law Society.

March 14.—Mr. J. F. W. Galbraith presided.—Mr. F. M. Guedalla moved: "That this House approves of the policy of the Government in South Africa with regard to the introduction of Chinese labour." Mr. Forder Lampard opposed, and there also spoke Messrs. E. Jacobson, A. H. Richardson, E. S. Cox-Sinclair, F. O. Clutton, C. H. Kirby, G. H. Head, and H. M. Dals'ou. The motion was carried. The annual dinner will take place on Wednesday, the 23rd inst., at the Hotel Cecil. Lord Justice Vaughan Williams will be in the chair, and the guests will include Mr. Justice Byrne, the president of the Incorporated Law Society, and Mr. Edward Jenks.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—March 1.—Chairman, Mr. G. W. Powers.—There was a joint debate with the Union Society of London upon the following motion: "That at the present time the so-called Liberal Party would be incapable of forming an efficient administration." Mr. H. M. Adler (President of the Union Society) opened in the affirmative; Mr. W. Stephen Miall opened in the negative. The following members also spoke: Messrs. Archer White, Croom Johnson, Pleadwell, Jack Myers, Webb, T. Landers, and R. A. Glen. The opener having replied, the motion was carried by eight votes.

March 8.—Chairman, Mr. E. B. Ames.—The subject for debate was: "That the case of *Giblen v. National Amalgamated Labourers' Union of Great Britain and Ireland* (1903, 2 K. B. 600) was wrongly decided." Mr. P. B. Henderson opened in the affirmative, Mr. G. E. Mayer seconded in the affirmative; Mr. E. Todd opened in the negative. The following members also spoke: Messrs. L. Jones, A. W. H. Hogan, Hugh Rendell, W. Merritt, W. G. Weiler, A. P. Spanton, F. J. A. Leggett, and K. W. Greene. The chairman having summed up, the motion was lost by eight votes.

March 15.—Chairman, Mr. Henry G. Barrett.—Dr. W. Blake Odgers delivered a lecture to the society on "Witnesses." At the conclusion of the lecture a hearty vote of thanks to the lecturer was moved by Mr. R. A. Gordon, and seconded by Mr. W. E. Sington, and carried unanimously. There was an attendance of between 70 and 80.

Lord Davey, in a letter to the *Times* on the School of Law, says: "You, Sir, are probably aware of the inadequacy of the means at the command of the University of London to create a school of law out of its own resources. I should like to see the proposed school become at once a school of the University, and I hope that, after some experience of its working, it will be found expedient that it should become so. I am only an individual member of the Senate, and have no authority to speak in its name. But from my knowledge of my colleagues, I feel confident that they will welcome any addition to the means of higher education in the metropolis, and will gladly take any means in their power to promote it, though they would, of course, prefer that it should be associated in some way with their own University." [Most lawyers will very earnestly hope the proposed School of Law will not be made a school of the University of London.]

Companies.

British Law Fire.

ANNUAL MEETING.

The annual general meeting of the British Law Fire Insurance Company was held on Friday, the 11th inst., at Cannon Street Hotel, Mr. H. Y. TURTON NORTON (the chairman) presiding.

The report stated that the net premium income was £71,888 1s. 1d., as compared with £70,267 15s. 2d. in the previous year, being an increase of £1,620, 8s. 11d. The net losses, after adjusting those outstanding at the end of 1902, allowing for claims outstanding at the end of 1903, and deducting the amounts recoverable by reinsurance and indemnities, had amounted to £27,502 19s. 4d. The loss ratio for the year was 38.2 per cent. The accounts showed an available balance of £19,504 12s. 4d. The directors proposed to carry to reserve £8,000, thus bringing the reserve up to £68,000, to divide a sum of £500 amongst the staff as bonus, to declare a dividend at the rate of £6 per cent. free of income-tax for the year, and to carry forward £5,004 12s. 4d. The directors who retired by rotation were Messrs. Holroyd Chaplin, Edward G. Gibson, Robert G. F. Hills, James Hooker, M. F. Monier-Williams, and John Tryon, who, being eligible, offer themselves for re-election. The auditors, Messrs. Turquand, Youngs and Co., also retire, and offer themselves for re-election.

Mr. H. FOSTER CUTLER (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report and balance-sheet, said he need not remind them that (with the exception of one year) the strong point of the company was the extremely low loss rate which it was able to show year after year, and which he hoped was going to continue. With regard to the figures on the accounts, the dividends and interest on investments, etc., amounted to £4,994 10s. 7d. The board had come to the conclusion that, with money invested in what are practically all gilt-edged securities, they were fully justified in making the dividend 6 per cent., which would only absorb £1,000 out of the working profits. With regard to the investments, the amount of cost was £166,043, and the marketable value on the 31st of December, 1903, was £153,714. This was an apparent depreciation of under 7½ per cent., and having regard to the abnormal depreciation of all gilt-edged securities at the present time, the board had thought it quite in order (as a fire office's usual reserves which were never likely to be called upon) to maintain the investments at their cost price. The only matter which he had to mention was that there had been some new rules passed by the tariff committee, which he thought would enable them very much to simplify the forms of the society's policies, and the forms were now being settled by one of the most eminent counsel at the bar, and he had every reason to hope that the policies to be issued would be much more readable and shorter than hitherto. He would also propose that a dividend of 6 per cent. be declared.

Mr. WM. MAPLES (vice-chairman) seconded the motion.

Mr. MUNDAY congratulated the directors on the satisfactory year's record. For sixteen years the society had gone on without a break constantly improving the annual premium income on each occasion, although it was a little less this year in proportion; but, having regard to the very depressed state of affairs, it must be thought still very satisfactory. He was glad that the directors had felt themselves able to recommend a bonus to the staff. He considered that the company was very much indebted to the staff. He had only one suggestion to make—namely, that in future years last year's figures should also appear in the balance-sheet in a separate column besides those of the year under discussion, which was the practice of many companies.

The CHAIRMAN said that the board would bear Mr. Munday's suggestion in mind, and the motion was carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. MUNDAY, the retiring directors were re-elected.

The auditors were also re-elected.

The CHAIRMAN said that although the bonus to the staff was mentioned in the report, he would put it formally apart from the report, and it was agreed to.

The CHAIRMAN, responding to the vote of thanks, wished to impress upon the shareholders, whether present or not, the importance not only of placing their own private business with the company, but also all the business they could influence.

Equity and Law Life Assurance Society.

ANNUAL MEETING.

The fifty-ninth annual meeting of the Equity and Law Life Assurance Society was held on Tuesday, at the society's house, 18, Lincoln's-inn-fields, Mr. CECIL HENRY RUSSELL (chairman) presiding.

The report stated the results of the year's working showed that the new business was the largest in any year of the present quinquennium, the amount only having been exceeded on two previous occasions in the history of the society. The new sums assured under 621 policies had amounted to £924,320, and £261 deferred annuities, of which £364,612 were re-assured. The new premiums had amounted to £50,649 3s. 4d., and the re-assurance premiums to £22,998 16s. 4d., leaving net new premiums of £27,650 7s., of which £5,866 10s. were single premiums. The gross amount of the assurances in force at the end of the year was £10,320,606 8s., of which £1,361,030 were re-assured; and the net premium income was £314,618 12s. 6d., as against £307,296 12s. 7d. in

the previous account. The amount received for interest and dividends was £132,442 4s. 2d., being an increase of £7,171 10s. 3d. on the corresponding figure for 1902. Sundry other receipts had amounted to £442 5s. 2d., and the profit on reversions fallen in during the year was £5,657 13s. 4d. The claims by death under 122 policies had amounted to £166,723 17s. 9d.; thirty-two endowment assurances, amounting to £31,665 16s., had matured; and £100 became payable under a sinking fund policy. The incidence of the claims had again been most satisfactory, the average age at death of those assured under other than endowment assurances being about sixty-five. The amount of the claims was very much less than was expected, and a substantial profit had accrued from this source. The deaths of five annuitants had been announced during the year, causing the termination of annuities of £606 11s. 6d. The sums paid for cash bonuses and surrenders had amounted to £29,483 11s. 1d.—a larger sum than usual in consequence of the surrender of three large endowment assurances shortly before their maturity. Excluding reversions, outstanding interest and premiums, and cash at bank, the total funds were invested to produce £3 16s. 1d. per cent. The directors who retired by rotation were Sir Arthur Townley Watson, Bart., K.C., the Hon. Mr. Justice Phillimore, the Hon. Mr. Justice Grantham, and Mr. William Maples. All these gentlemen being eligible, offered themselves for re-election. In addition, the directors recommended that a vacancy on the board should be filled at this meeting. The auditors—viz., for the proprietors, Mr. Edwin Waterhouse and Mr. Joseph Gurney Fowler, and for the assured, Mr. Robert William Dibdin—also offered themselves for re-election.

Mr. A. F. BURRIDGE (actuary and secretary) having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report. He observed that the audit, he was glad to say, was a satisfactory one, the report giving a statement of a very successful year. The business of the year had been the largest in the quinquennium. It was the largest in respect of new sums assured, the largest in respect of net sums assured, the largest in the average of the policies effected, the largest in the amount of the addition to the funds, and the smallest in the amount of the claims. The figures were as follows, during the year 1903 621 new policies had been assured as against 591 of the year before. The new sums assured had been £924,000 as against £640,000 in the previous year, an increase in the new sums assured of nearly £284,000. Deducting the re-assurances of both years, this year showed an increase in the net sums assured of nearly £49,000. The average policy had been £1,488 as against £1,084 in 1902. The society had added to its invested funds £169,000, and there had been an increase in interest and dividends of £7,000, the interest and dividends this year being £132,000 odd, as against £125,000 odd in 1902. The profit realised on reversions had also been satisfactory, being £5,600 odd, as against £1,171 in the last year. The claims had been 122 by deaths, and the sums paid in respect of them, including the bonuses, had been £166,725. Thirty-two endowment assurances had matured, and in respect of them, including bonuses, £31,665 had been paid. In the revenue account the endowment claims were put down at £25,900, and the bonuses £41,506, the difference between £25,900 and the figure he had given was occasioned by his including in the proportion of the £41,000 bonuses attributable to the endowments. The decrease in the net claims for 1903 as compared with 1902 had been £11,561. The amount which the society had paid in claims had fallen very considerably below the amount expected to be paid, roughly speaking it was £70,000 less. Of course that was a very pleasant result, and there was this additional fact that, in the claims paid by the society, the incidence of the latter was satisfactory, the average age at death of those assured, under assurances other than endowments, being about sixty-five. The society had made a small profit by the death of five annuitants, an unimportant figure of £606 of annuities had ceased. They had paid rather a large sum for cash bonuses and surrenders—£29,843—that was larger than usual because three large endowment assurances were surrendered shortly before their maturity. The expenses of management were again very moderate, 10.91 per cent. The rate of interest showed an improvement, £3 16s. 1d., against £3 15s. 6d. for 1902, and he should like to point out, as on previous occasions, that in stating this amount of interest, the board were excluding the reversions. They did not treat reversions as an income-bearing fund at all and only took into account the profit made by them when the profit was realised. The assurances in force at the end of the year were £10,320,000 odd hundreds, of which £1,361,000 and a fraction were re-insurances. The net premium income was £314,618, as against £307,296 in the previous year. The total assets were £4,176,000.

Mr. FREDERICK PEAKE (deputy-chairman) having seconded the motion, it was carried unanimously.

Upon the motion of Mr. R. W. DIBDIN, seconded by Mr. KENARD BALL, the retiring directors were re-elected.

The auditors were re-elected, on the motion of Mr. G. WESTON, seconded by Mr. F. BURROW.

Votes of thanks were passed to the directors and to the auditors, the CHAIRMAN and Mr. DIBDIN returning thanks.

On the motion of Sir HOWARD ELPHINSTONE, seconded by Mr. R. J. P. BROUGHTON, Sir Kenelm Digby was elected a director in the place of Mr. Stavelly Hill, who retired from ill-health, the CHAIRMAN expressing the regret of the board at losing his services.

The CHAIRMAN proposed a vote of thanks to Mr. Burrbridge and the staff, observing that the success of their services was shown by the report. The shareholders did not know, though he thought they hardly needed to

be told, that not only were their services rendered efficiently, but in the most agreeable manner. It was really a pleasure to work with such a staff.

Mr. BURRIDGE, in returning thanks, said he need hardly observe that their kindly appreciation of the labours of the staff was the greatest stimulus to further exertions, and they would be ungrateful indeed were they not to throw all their energies into the work of the society of whose honourable history they were justly proud.

A vote of thanks to the chairman brought the proceedings to a close.

Legal News.

Dissolutions.

HENRY FIELDER JOHNSON and HARCOURT MASTER, solicitors (Johnson & Master), 18, Theobald's-road, Bedford-row, London. Dec. 31.

[Gazette, March 15.]

General.

The statue of Lord Russell of Killowen, upon which Mr. Brock, R.A. has been so long engaged, is, says the *Daily Telegraph*, stated to be complete.

In a Welsh breach of promise action it was stated, says the *St. James's Gazette*, that the only love-letters in the case were written by the defendant's and plaintiff's solicitors.

It is stated that Mr. Justice Wright, who is still staying at Penzance, continues to make satisfactory progress towards recovery. He expects to resume his seat in court after the Easter vacation.

In reply to a question in the House of Commons by Sir Frederick Dixon Hartland, Mr. Balfour stated that it is the intention of Government to re-introduce the Bills of Exchange Amendment Bill of last year.

The following are the commission days fixed by the judges for holding the spring assizes: Northern Circuit (Mr. Justice Bucknill and Mr. Justice Jelf), Manchester, Monday, April 18; Liverpool, Wednesday, May 4. North-Eastern Circuit (Mr. Justice Wright), Leeds, Monday, May 2.

A meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions was held on Tuesday, when Lord Cross (president of the society) took the chair. The society considered the following Parliamentary Bills, and discussed other matters affecting quarter sessions: Justices of the Peace Bill and Penal Servitude Bill.

Tuesday's *London Gazette* contains a notice that, pursuant to the Rules Publication Act, 1893, a draft Order has been prepared under the 45th section of the County Courts Act, 1888, excluding the Registrar of the County Court at Wakefield from private practice. Copies of the draft may be obtained from the Lord Chancellor's Office, House of Lords.

It is understood, says the *Times*, that a scheme has been prepared by the General Council of the Bar for the re-arrangement of the dates of the circuits of the judges, by which the summer assizes are timed to finish at the end of July, whereby the Long Vacation can begin on the 1st of August and end on the 12th of October, instead of beginning on the 13th of August and finishing on the 23rd of October as at present. It is understood that the proposed scheme is now under the consideration of the judges.

The Home Secretary has appointed the Right Hon. Lord Belper, Mr. F. A. Bosanquet (Common Serjeant of the City of London), Mr. H. B. Simpson (of the Home Office), and Mr. J. S. Arkwright, M.P., to be a committee to consider and report whether any alteration of the boundaries of the metropolitan police-court districts, where they extend into the county of Middlesex, is desirable; and, if so, whether any rearrangement of the police-court districts is in consequence required. Lord Belper will be chairman and Mr. T. E. Bettany, of the Home Office, secretary of the committee.

The Lord Chancellor, in moving the Second Reading of the Justices of the Peace Bill, said that it passed through the House last year, but, coming at the end of the Session, it failed to pass through the House of Commons. It was designed to remove the great inconvenience created by the present law, which prescribed that the persons appointed as justices of the peace for a county must be absolutely resident in that county, though in many cases the men most fitted for it lived just over the border. It was an inconvenience which arose many times in the year in different counties of England. Earl Spencer supported the Bill, remarking that he had had experience of the difficulties of the present system as Lord Lieutenant of Northamptonshire. The Bill was read a second time.

In a paper read by Mr. Arthur Brackett before the members of the Auctioneers' Institute he related the following story: A landowner who was anxious to purchase a small property near his estate, being called away to attend a funeral, instructed his newly-engaged butler to go to the sale and buy the field, regardless of price. The butler, a stranger to everyone, did as he was told, and took a seat in a deep recess of the chimney-corner. As it happened, his master got back from the funeral while bidding was proceeding, and seeing nothing of the butler, congratulated himself that he was still in time to join in the contest. Then ensued a long series of biddings between the employer and the butler, and it was not the latter who first shewed signs of want of staying power. When at

last the landowner threw up the sponge his butler came forward with an air of triumph, exclaiming: "It's for Mr. P—, and here is his cheque for you to fill in the deposit."

"To get an acquittal if he can, whatever the merits of the case may be"—thus has Sir Harry Poland defined the duty of counsel for the defence in a criminal case. A member of the Oxford Circuit has, says the *Globe*, shewn that it is a definition that is not to be pushed too far. Appearing for a prisoner tried at Stafford on a charge of murder, he said, in the course of a brief address to the jury, that "it had been his duty to see that the case against the prisoner was proved according to law, but it was no part of his duty to put forward theories for which he had no material and no instructions." With this latest contribution to the ethics of advocacy few will disagree. What makes it noteworthy is that the prisoner, who was convicted, had obtained the services of his candid advocate by means of the Poor Prisoners' Defence Act.

On Wednesday, the 9th instant, Sir John Anderson, K.C.M.G., was entertained at the Café Royal to a complimentary banquet by members of Gray's-inn, of which honourable society he is a member, on the occasion of his appointment as Governor of the Straits Settlements. Master H. E. Duke, K.C., M.P., presided. After the usual loyal and patriotic toasts, Mr. J. W. McCarthy proposed "The Civil Servants of the Crown," to which Mr. W. P. Byrne, C.B., responded. The chairman, in proposing the toast of the evening, "His Excellency the Governor of the Straits Settlements," said that Gray's-inn had a close affinity, not merely with the country, but with the Empire, and in fact was an Imperial inn. In the hall and on the bench the society was permeated through and through with the Colonial and the Imperial spirit, and if they could collect the men of Gray's-inn in hall or in the square, which would be more appropriate to their numbers, they would find them representing the solidarity of the British race and of British law, which dominated the British race and the British Empire, and representing Gray's-inn at the same time. Gray's-inn was the most Imperial and the most sociable of the inns. Their guest that evening went abroad to maintain the supremacy of the British race and British institutions, and to make that fact known which lawyers appreciated in this country, that that supremacy depended upon the maintenance of British law. More and more it became the fact as years went on that the real sovereign, not only in these realms, but in the Empire, was law; that there was no real appreciation of liberty unless there was an appreciation of law. Trained Englishmen made the best governors the world had seen, and that was due partly to their acquired skill and experience which gave that familiarity with, and affection for, British jurisprudence. Sir John Anderson, in acknowledging the toast, admitted that what he had learned at Gray's-inn had been of very great use to him at the Colonial Office. The post he was to occupy involved a good deal of responsibility, because the Governor of a Crown Colony was held responsible for the whole of the administration of the colony in which he was the King's representative. In the Straits Settlements there was a very mixed population of one and a quarter millions, and more than half of them consisted of the despised Chinese. The colony and the Malay States were in a very prosperous condition, and that condition was entirely due to the patient and the plodding industry and also the keen intelligence of the Chinaman. Singapore was one of the most important outposts of Empire, and the shipping which called there exceeded that which called at any port in the United Kingdom except the Port of London. He did not think he exaggerated when he said that the position of governor of such colony was one which would tax the energies of any man. If he succeeded, he should feel very proud; if he failed he should not feel altogether humiliated, because it was a task in which a man might fail without being altogether incapable. Mr. Bannerman subsequently proposed "Domus," to which the Treasurer and Master Clayton responded. The proceedings, which were of a most cordial character throughout, were brought to a close by the company joining in singing Auld Lang Syne.

The Southwark and Vauxhall Water Co. invite tenders for an issue of 3 per Cent. Debenture Stock, redeemable at par at the option of the company twenty-five years from the date of issue. The stock is a lawful investment for trustees. Tenders must be received at the company's offices, Southwark Bridge-road, S.E., not later than noon, on the 22nd instant.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, March	21 Mr. Pemberton	Mr. W. Leach	Mr. Gresswell	Mr. Godfrey
Tuesday	22 Jackson	Theod	Church	R. Leach
Wednesday	23 R. Leach	W. Leach	Gresswell	Godfrey
Thursday	24 Godfrey	Theod	Church	R. Leach
Friday	25 Beal	W. Leach	Gresswell	Godfrey
Saturday	26 Carrington	Theod	Church	R. Leach
Date	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWIFFER EADY.
Monday, March	21 Mr. Jackson	Mr. Carrington	Mr. Farmer	Mr. Theod
Tuesday	22 Pemberton	Beal	King	W. Leach
Wednesday	23 Jackson	Carrington	Farmer	King
Thursday	24 Pemberton	Beal	Farmer	Church
Friday	25 Jackson	Carrington	Farmer	Church
Saturday	26 Pemberton	Beal	King	Gresswell

The Property Mart.

Sale of the Ensuing Week.

March 23.—Messrs. THURGOOD & MARTIN, at the Mart, at 2—Leicester-square: Nos. 8, 9, and 10, Lisle-street, a Block of Freehold Shops, Dwellings, and Work-hops, let on short leases at £300 a year. Solicitors, Messrs. Hopwoods & Dowson, London.—Hackney: Freehold Shops and Dwellings, producing a total rental of £196 per annum, occupying an area of about 2,900ft. Solicitors, Messrs. Iliffe, Henley, & Sweet, London. (See advertisement, March 12, p. iii.)

Result of Sale.

Messrs. H. E. FOSTER & CRANFIELD sold, at the Mart, on Wednesday last, the Freehold Livery Stable Premises and Shop with Stabling in rear, situate Nos. 31 and 43, Herbert-road, Plumstead, producing £120 10s. per annum, for £2,100.

REVERSIONS AND LIFE POLICIES.

The same firm at their Fortnightly Sale (No. 759) of the above Interests on Thursday last realised £1,995.

ABSOLUTE REVERSION to One-fourth of £3,750; life 65 Sold 1,850
LIFE POLICY for £600, with profits; life 62 " 435

Winding-up Notices.

London Gazette.—FRIDAY, MARCH 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRADFORD AND COUNTY ESTATE CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 12, to send their names and addresses, and particulars of their debts or claims, to Henry Headland Ayres, Tanfield bldgs, Hustlingate, Bradford. Fifth & Firth, Bradford, solors for liquidator

DURANT & CO. LIMITED—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Athelstan Dangerfield, 56, Cannon st. Emanuel, Gracechurch st, solors for liquidator

E CHADWICK & SONS, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph James Edward Chadwick, Staincliffe, Dewsbury. Tunnelcliffe & Salthouse, Bradford, and Clay, Sh. field, joint solors for liquidators

G J TILLING & SONS, LIMITED—Petn for winding up, presented March 7, directed to be heard March 22. Peacock & Goddard, South sq, Gray's inn, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 21

PORTLAND (BOSSLAND) MINE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Albert Stearns, 23, Leadenhall st. Burnie, Fenchurch st, solors for liquidator

SAINT AUBYN'S MANOR (HOVE), LIMITED—Petn for winding up, presented March 8, directed to be heard March 22. Boxall & Boxall, Chancery ln. for Cockburn & Rodgers, Hove, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 21

TALBOT CYCLE CO. LIMITED (WOLVERHAMPTON)—Creditors are required, on or before March 23, to send in their names and addresses, and the particulars of their debts or claims, to Walter Vincent Vase, 15, Darlington st, Wolverhampton. Manby & Brevitt, Wolverhampton, solors for liquidator

VELVET BORSLAND MINE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Albert Stearns, 23, Leadenhall st. Burnie, Fenchurch st, solors for liquidator

London Gazette.—TUESDAY, MARCH 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASH BRIERLEY & SONS, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to William Morton, 58, Fenton st, Rochdale. Jackson & Co, Rochdale, solors for liquidator

CROSS, SONS, & CO. LIMITED—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to George William Osborn, Upstade, Heathfield Common, Sussex. Rafterd & Frankland, Chancery ln, solors for liquidator

H SUTTON & CO. LIMITED—Petn for winding up, presented March 11, directed to be heard March 29. Whitelock & Storr, Chancery ln, for Gately & son, Birmingham, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 28

J STRAUGHWARD & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Gimblett, 7, Adam st, Adelphi. Hunnybun, Huntingdon, solors for liquidator

J L S TOBACCO CO. LIMITED—Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Henry John Self, 63, Marlboro rd, Kensington High st

NORTHERN STEAM HERRING FISHERIES, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to James Hall, South Dock, Sunderland. Wallace, Sunderland, solors for liquidator

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MARCH 11.

BENSON, WILLIAM EDWARD, Hollycroft, Lindfield, Sussex April 11 Baker v Benson, Byrne, J. diamonds, Finsbury cres

FRANKLAND, DANIEL, Market pl, Maudslon, Boot Dealer April 11 Taylor v Greenhalgh, Registrar, Manchester Ritchie, Manchester

ISAACSON, RODOLPH ERNEST WOOTTON, Upper Richmond rd, Putney April 30 Sanders v Smiles, Kekewich, J

McKEON, GEORGE, Finsley rd April 8 Britten and Bannister v McKeon and Lawrence, Buckley, J. Walters, Finsbury circus

SHERWOOD, HENRY, Grainger st, Newcastle upon Tyne, Shipowner April 22 Gibson v Doxford, Kekewich, J. Hadley, Sunderland

London Gazette.—TUESDAY, MARCH 15.

BURKLE, EDWARD, Abchurch, Glamorgan, Outfitter April 12 Darke & Burkle, Kekewich, J. Gears & Pease, Lincoln's inn Bldgs

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 26.

BARKER, FRANCIS HENRY, Llyndir, Denbigh March 26 Barker & Rogerson, Chester
 BARKER, ELIZABETH ANN, Llyndir, Denbigh March 26 Barker & Rogerson, Chester
 BROADY, JULIA, Highbury New Park March 26 Williams & Co, Guildhall yd
 BROWN, FREDERICK GEORGE, Ealing April 2 London, Budge row
 BRUCE, JANE, Ramshaw House, nr Evesham, Durham April 2 Legge & Miller, Houghton
 Le Spirey
 BUSHBY, LOUISE GRACE, Gt Malvern, Worcester April 6 Coods & Co, Bedford row
 CAMPKIN, THOMAS, Stapleford, Herts, Farmer April 20 Sworder & Longmore, Hertford
 CAYE, ANN, Chelsea April 9 Potter & Co, King st, Cheapside
 CLEBSON, WILLIAM, Derby, Shoe Manufacturer April 11 Stone, Derby
 CORBETT, WILLIAM, Darlaston, Staffs, Gunlock Manufacturer March 25 Slater & Co,
 Darlaston
 DECAUX, ALFRED, South Tottenham April 30 Crossfield & Co, Hackney rd
 DE LALLY, ISABEL, Houghton, Durham March 23 Kidson & Co, Sunderland
 DE LALLY, ALFRED LOUIS, Lille, France, Commercial Traveller March 23 Kidson &
 Co, Sunderland
 EVANS, JOHN, Jarrow, Durham, Auctioneer April 15 Stobs & Livingston, Newcastle
 upon Tyne
 FARR, JOHN, Hanley, Wood Turner March 14 Adams, Tunstall
 FLETCHER, THOMAS, Grappenhall, Chester March 22 Davies & Forshaw, Warrington
 FLOYER, ERNEST AYSOCHIE, Cairo, Egypt March 25 Beaumont & Son, Gt Winchester st
 FORD, JANE, York st, Baker st March 26 Brodie, Bedford row
 FOSTER, REV CHARLES GEORGE, George st, Manchester sq March 20 Hallows & Co,
 Bedford row
 FAYER, ABOLUOM, Whitstable, Marine April 6 Mowll & Mowll, Canterbury
 GAUDERN, ANN, Northampton March 18 Darnell & Price, Northampton
 GOLDTHORPE, ELIZA, Hampton hill March 25 Cozens, Hampton
 GOODBUN, WILLIAM HENRY, Putney Vale, Surrey April 5 Wing & Eade, Gray's inn sq
 HALL, LEWIS, Jarrow March 31 Young South Shields
 HARRIS, MARIA ELIZABETH GLOSSOP, Twickenham March 31 Liggins, Ealing
 JESKINS, LEWIS, Bodwell, nr Bargoed, Mon April 2 Dauncey, Presgler
 JOSE, OWEN, College hill, Civil Engineer April 8 A R & H Steele, College hill
 KIFFE, REV THOMAS WENHAM, Westerham April 1 Rooke & Delacombe, Westerham
 MACKRELL, JOSEPH, Halifax March 8 Mackrell, Halifax
 MANBER, HENRY, Hoddesdon, Herts, Merchant April 5 Horsley & Weightman, Basing-
 hall st
 MEREWETHER, EVELINE MARIA, Windlesham, Surrey April 5 Rooke & Macdonald, Bath
 NEWMAN, FRANCES MARGARET, Cheltenham April 12 Ley & Co, Carey st, Lincoln's inn
 NICKOLA, MARTHA, Leeds March 31 Frith, Halifax
 PAINES, CLARA, Harrow on the Hill April 1 J B & P Purchase, Queen Victoria st
 PERKINS, FRANK GEORGE, Liverpool March 22 Stephenson, Liverpool
 PLAYFAIR, DAVID THOMSON, MD, Bromley March 30 Benchcroft & Co, Theobalds rd
 PETER, JOHN PUGH VAUGHAN, JP, DL, Bwlchychan, Cardigan March 24 Morgan & Co,
 Carmarthen
 RAWLINGS, REV ALFRED, Tiverton, Devon April 1 Rawlings & Rawlings, Gray's inn sq
 REES, ANNE, Velindre, nr Lampeter, Carmarthen March 26 Phillips, Llandovery
 ROBERTSON, MARIA, Pontypriid March 25 Davies, Pontypriid
 SANDERSON, THOMAS FREDERICK, Leytonstone, Essex March 25 Snow & Co, Gt St Thomas
 Apostle, Essex
 SCOWLES, HENRY, Plymouth, Metal Merchant March 22 Rickard & Co, Plymouth
 STRIGHT, WILLIAM JOHN MULLOW, Kidderminster, Licensed Victualler April 4 Perrin,
 Kidderminster
 SUCKLING, MARY, Gt Dunmow, Essex March 25 Wade & Co, Dunmow, Essex
 TAYLOR, JOHN, Torquay March 31 Wrigley & Co, Oldham
 THOMAS, ANNE, Haverfordwest March 15 George, Haverfordwest
 THOMPSON, SOPHIA AMELIA, Birkenhead March 24 Lucas & Co, Liverpool
 THOMPSON, THOMAS GEORGE, West Durbach March 25 Finch & Turner, Cannon st
 TURNER, WILLIAM, Church Gresley, Derby, Grocer March 18 Taylor & Wheatcroft,
 Burton on Trent
 WAND, SUSANNAH, Leicester April 18 Owston & Co, Leicester
 WARBURTON, NONA, Folkestone March 21 Coldham & Birkett, Clement's inn, Strand
 WEST, MATILDA, Trowell, Notts March 7 Thorpe, Ilkeston
 WETHERELL, CHARLOTTE ESTHER, Selby, Yorks, Hotel Proprietress March 12 Willan,
 Hawes, H & O
 WHEELER, ALFRED ROBERT, East Molesey March 30 Goodman, East Molesey

London Gazette.—TUESDAY, March 1.

AINSWORTH, RALPH, Preston, Licensed Victualler March 22 W & A Blackhurst, Preston
 AINSWORTH, SARAH, Preston March 22 W & A Blackhurst, Preston
 BARLOW, JAMES, Chester March 22 Buxsey, Chester
 BELL, JOSEPH, Liverpool, Photographer March 26 North & Co, Liverpool
 BEVAN, JOHN, Llanelly, Carmarthen, Chemical Manufacturer March 25 Brodie & Walton,
 Llanelly
 BIDDLE, MATTHEW, Wotton under Edge, Glos March 31 Winterbotham & Sons, Stroud,
 Glos
 BIDDLE, MATILDA AMELIA, Porthead, Somerset March 31 Winterbotham & Sons,
 Stroud, Glos
 BROWN, JOHN, Gatshead March 31 Swialbourne, Gatshead
 BROWN, JOHN HENRY, Brighton May 25 Griffith & Co, Brighton
 BURNETT, SARAH ANN LISTER, Brighton March 21 Gibson & Co, Newcastle upon Tyne
 CARBINGTON, CAROLINE ELIZABETH, Leamington April 2 Wright & Co, Leamington
 CARBINGTON, JANE, Leamington April 2 Wright & Co, Leamington
 CLAYTON, ROBERT GEORGE, Middlesbrough, Timber Merchant's Manager March 14
 Watson, Middlesbrough
 COLLINSON, JAMES, Cheetham, Manchester March 25 Jones & Payne, Manchester
 CORBE, ALFRED FELIX, Maidstone, Chemist March 25 Stenning & Son, Maidstone
 CORRY, ANN, Barnsbury rd March 24 Snow & Co, Gt St Thomas Apostle, Queen st
 DAWSON, JOHN, Sussex sq March 31 Caprons & Co, Savile pl, Conduit st
 DE VIMMER, CAROLINE ANNE, St Leonards on Sea April 13 Gibbon & Moore, Gt James
 st, Bedford row
 DIBLEY, EMILY, Hampstead March 30 Church, Fenchurch st
 DUKERLEY, JAMES, Oldham, Coal Dealer March 29 Smith, Oldham
 ELDERTON, FRANCIS, Torketh Park, Liverpool, Silk Mercer's Buyer April 5 Cooper,
 Leicester
 FLETCHER, THOMAS, Grappenhall, Chester March 22 Davies & Forshaw, Warrington
 FOLLY, HON FITZGERALD ALGERNON CHARLES, Packham House, nr Fordingbridge, South-
 ampton March 31 Caprons & Co, Savile pl, Conduit st
 GATER, CHARLOTTE, Bournemouth April 3 King & Burdell, Gresham st
 GERARD, JAMES, Liverpool April 1 Smith & Son, Liverpool
 GIBBONS, MARY ANN, Bromley by Bow March 30 Evans & Co, Theobalds rd, Bedford
 row
 GREEN, ROBERT YEOMAN, Newcastle upon Tyne April 3 Young, South Shields
 GROVE, ELIZABETH, Belbroughton, Worcester March 25 Moberley, Lye, Stourbridge
 HARRIS, PAULINA, Low Spenny Moor, Durham April 5 Trotter & Co, Bishop Auckland
 HARVEY, EMILY CLARE, Sutton April 1 Collings & Co, Buckingham st, Strand
 HEIGHINGTON, ELLEN, Brighton April 13 Allen & Son, Carlisle st, Soh sq
 HETHERINGTON, MATTHEW, Newcastle upon Tyne April 1 Denison & Slater, Newcastle
 upon Tyne
 HINDS, JANE ANNE, Newcastle upon Tyne March 31 Knight & Sons, Newcastle, Staffs
 Mansfield
 HOBBS, FRANCIS, Mansfield Woodhouse, Notts, Wine Merchant March 31 Alcock,
 Mansfield
 LARAH, WILLIAM, Hyde Park March 27 Wheeler & Monro, King st, Covent gdn
 LABLE, WILLIAM BRADFORD, Tunbridge Wells May 1 Robt, Tunbridge Wells

JOHNSON, WILLIAM MOORE, Broadstairs April 30 Baker & Co, Union st, Old Broad st
 MITCHELL, JAMES, Southwicks, Cumberland, Doctor April 4 Anison & Co, Penrith
 PERRINS, JOSEPH, Walsall, Caster April 9 J N & E A Cotterell, Walsall
 PRIOR, WILLIAM ALBERT, Box, Wilts, Yeoman April 14 O'Donoghue & Forbes, Bristol
 ROBINSON, SIR GERALD WILLIAM COLLINGWOOD, Dunleer, Louth April 1 Rogers,
 Dundalk
 RUBRA, WILLIAM ALFRED, Wellingborough March 31 Burnham & Co, Wellingborough
 SHULT, ALFRED, Putney March 31 Hilder & Co, Jernyn st, St James's
 THOMAS, JAMES ZACHARIA, Newcastle Emlyn, Surgeon March 31 Evans, Newcastle
 Emlyn, Carmarthen
 THOMPSON, THOMAS ALLEN, West Dulwich April 2 Finch & Turner, Cannon st
 WARBURTON, JANE, Bowdon, Chester April 12 Warburton, Manchester
 WEAR, EDWARD, Felton, Northumberland April 9 Douglas, Alnwick
 WRIGHT, JOHN BIRCHLEY, Wordsley, Staffs, Grocer April 1 Nowell & Co, Burnley

London Gazette.—FRIDAY, March 4.

ABURROW, EDWIN, Alresford, Hants April 14 Shield & Mackarness, Alresford
 ADAMS, BENJAMIN, Edgbaston, Birmingham April 2 Botteley & Sharp, Birmingham
 AUSTIN, ELEANOR, Walton on the Naze April 4 White & Co, Gacton on Sea
 BARRINGTON, PHILIP, Hockley, Birmingham, Rule Maker April 6 Saunders & Co, Bir-
 mingham
 BARTLEY, CATHERINE, North Notting Hill April 15 Saxton & Morgan, Somerset st,
 Portage rd
 BIRBY, JOHN, Barnage, nr Manchester, Farmer April 15 Hardicker, Manchester
 BLACKLOCK, ELIZABETH, Heaton Park, nr Manchester April 2 March & Co, Manchester
 BRIGGS, THOMAS, Manningham, Bradford May 2 Hutchinson & Sons, Bradford
 BROWNHILL, ELI, Harts Hill, Staffs, Carpenter April 11 Wight & Co, Dudley
 BURNS, JOHN, Deal, Tailor April 15 Brown & Brown, Deal
 CHADWICK, WILLIAM, St Pancras April 6 Dobb & Co, Leeds
 CHAMBERLIN, ANNIE MARIA GILROY, Church Gate, Leicester April 2 McAlpin, Leicester
 CHESTER, JOHN, Brick court, Temple, Barrister at Law April 30 Taylor & Co, Field ct,
 Gray's inn
 CONCHIE, WILLIAM, Newtown, Montgomery April 2 Williams & Co, Newtown, North
 Wales
 CROWTHER, JONATHAN, Macclesfield April 2 Sheldon & Co, Macclesfield
 CUTBERT, WILLIAM, Myton, Warwick April 13 Davies, Leamington
 DAVEY, STEPHEN, Wheel Row, Brege, Cornwall March 26 Thomas, Helston, Cornwall
 DAVIS, ELIZA, St John's Wood April 16 Williams & Co, Mincing in
 FARINA, ANSIE USSETT, Manchester st, Manchester sq March 31 Crose & Sons,
 Manchester pl
 FITZ GERALD, HARRIET, Cannes, France April 11 Bloom & Co, Lincoln inn fields
 GAWLER, EMILY LUCY, Westminster, Bristol March 25 Carne-Hill & Widd, Somerton
 GRAY, WILLIAM, Paris March 31 Acheson-Gray, Kilburn
 GREEN, ANN, Culcheth, Lancs April 2 Dootson, Leigh
 HADFIELD, JOHN, Macclesfield, Drysalter April 2 Sheldon & Co, Macclesfield
 HALL, EDWARD, Marston Green, Bickenhill, Warwick, Farmer April 5 King & Mills,
 Birmingham
 HANCOCK, CAROLINE, Blackheath March 31 Debonham & Walker, Basinghall st
 HOADLEY, JOSEPH, SEN, Hawkhurst, Kent March 26 Buss, Tunbridge Wells
 HUGHES, ELIZABETH, Southampton April 5 Jeans & Son, Warrington
 JOHNSON, JOSEPH, Harborne, Birmingham April 15 Brooks, Birmingham
 KINGDON, ARTHUR, Medstead, Hants April 7 Shield & Mackarness, Alresford
 KIRK, WILLIAM, Fawcett st, Kensington April 9 Spottiswoode, Norfolk st
 LOVE, HANNAH, Oxtou, Birkenhead April 8 Lamb & Co, Birkenhead
 MACDONELL, RIGHT HON SIR HUGH GUTH, CB, GCMG, Cornwall gdns, South Kensington
 March 31 Crose & Sons, Lancaster pl, Strand
 MACDONELL, WILLIAM ALEXANDER, Folkestone March 31 Foy & Co, Essex st, Strand
 MCLEOD, JOHN, Blackpool March 19 Fletcher & Son, Blackpool
 MESSE, ANDREW, Howall, Chester April 13 Smith & Son, Liverpool
 MORRISON, FRANK, Ascot April 15 Budd & Co, Austen Friars
 NORRIS, ISABELLA, Gt Corby, Cumberland March 26 S & H Cartmell, Carlisle
 PARVIN, THOMAS, Manchester Joiner April 8 Brooks & Co, Manchester
 POPE, AMELIA, New Cut, Bristol June 6 King, Bristol
 RICHARDS, ALFRED, Llanthwy, Skirrid, Mon, Innkeeper March 21 Jacob, Abergavenny
 RIDGAL, JOE YATES, Chipping, nr Preston March 19 M & L Allen, Chipping, nr Preston
 ROBERTS, JOHN HENRY, Hoveham April 13 Lanfear & Co, Cannon st
 ROBINSON, JANE SMITH, Camdeau Town April 2 Smith & Co, John st, Bedford row
 ROSENBERG, HERMAN, Hampstead, Wine Shipper April 16 Goldberg & Co, Finsbury cir
 SEDGWICK, JOSEPH, Manchester, Merchant May 1 Simpson, Manchester
 SMITH, KATE, East Ham, Essex April 25 Blott, Stratford
 SNELL, WILLIAM PHILIP, Belmont, nr Havant, Hants April 22 Munns & Longden, Old
 Jewry
 STEWART, PETER, Brandon, Durham March 31 Graham & Shepherd, Sunderland
 THOMPSON, DARIUS CHARLES, Squirrels Heath, Romford April 15 Hunt & Hunt,
 Romford
 TRICKETT, JOSHUA, Coupe Lench, Rossendale, Lancs, Calico Printer March 31 L & W
 Wilkinson, Blackburn
 TUNALY, THOMAS GROSOW, Levenshulme, nr Manchester April 15 Hardicker, Man-
 chester
 VAUGHAN, MARTHA ADAMS, Highbury New Park May 1 Ashley & Co, Frederick's pl,
 Old Jewry
 VINEY, EMMA, Bishopston, Bristol April 12 Pointon, Birmingham
 WIGMORE, JOHN, Penge, Licensed Victualler April 4 Sydney, Menfrew rd, Lambeth

London Gazette.—TUESDAY, March 8.

AUSTIN, HARRIET JANE, Wickham Market, Suffolk April 8 Higgs, Woodstock, Oxon
 BALDY, JOSEPH, Denmark rd, Kilbura April 15 Howard & Shelton, Moorgate
 BISHOP, HENRY MANKIN, Hendon April 14 Robins & Co, Lincoln's inn fields
 BRUMBY, HENRY, Sheffield, Builder April 30 Alderson & Co, Sheffield
 BURDOTT, HENRY PUGH, Eastbourne April 15 Farrer & Co, Lincoln's inn fields
 BURNS, ANN, Clay Cross, Derby, Beerhouse Keeper April 9 Jones & Middleton, Chester-
 field
 BUTTERFORTH, HARRIET, Maltham, Huddersfield May 1 Ramsden & Co, Huddersfield
 CHARMAN, ELIZA, Horsham April 5 Cotching, Horsham
 DICKINSON, ELEANOR FLORENCE, Bath March 25 Lawrence & Co, Bristol
 DRAFER, HENRY, Huddersfield April 4 Sykes, Huddersfield
 DUKE, WILLIAM HENRY, Queen's Park, Paddington, Caterer April 4 Manner, Fernhead
 rd, Paddington
 DURANT, HENRY, Peckham, Printer April 25 Burton & Son, Blackfriars rd
 DURANT, SARAH, Peckham April 25 Burton & Son, Blackfriars rd
 ELIAS, ROBERT, Llangollen, Denbigh, Innkeeper April 8 Minshall & Co, Llangollen
 FLYNN, ANNIE MARY, Liverpool March 18 Keckley & Lynch, Liverpool
 FORDHAM, WILLIAM ANTHONY, Leeds, Organ Dealer March 31 Satcherd & Co, Leeds
 FOSTER, JOHN, Manchester, Dairyman April 19 Lawson & Co, Manchester
 GARFITT, ELIZABETH BOYD, St Leonard's on Sea July 2 Millington & Simpson, Boston
 GRIFFIN, GEORGE, Warwick, Tent Maker April 18 Doddington & Bond, Warwick
 HARDINGHAM, WILLIAM, Laindon, Essex April 4 Pamfry & Son, Farnborough row
 HYDE, JANE, Redland, Bristol June 1 Spofforth, Bristol
 LAMBERT, EDWARD, Westgate, Bradford, Licensed Victualler March 31 Newell & Co,
 Bradford
 LAMBERT, FRANCES, Bath April 8 Simmonds & Co, Bath
 LEEMING, MARY MARIA, Cheetham hill, Manchester April 22 Farrar & Co, Manchester
 MCCOAN, JAMES CHARLES, Campden hill sq, Kensington, Barrister at Law April 12
 Plunkett & Leader, St Paul's churchyard
 MUNDAY, EDWIN, Bishopston, Bristol May 1 Spofforth, Bristol
 NEEDHAM, CHARLES, Tinsley, nr Sheffield, Grocer April 23 Gichard, Rotherham
 PAGE, REBECCA, Leicester May 16 Neale, Leicester
 PYE, MARGARET ANKLEY, Streatham hill April 1 Pearce & Keels, Southampton

ROOT, CAROLINE, W-1bourne pk March 19 Cooper & Bake, Portman st, Portman sq
 ROULET, EDWARD, Titchhurst House, Sussex May 21 Millington & Simpson, Boston
 WALFORD, THOMAS STUBBS, Chiddingfold, Surrey May 10 Walfords, Bolton st,
 Piccadilly
 WALKER, ELIZABETH, Adlington, Chester April 9 Jordan & Bowden, Manchester
 FRANKLEY-WHITTINGSTALL, GEORGE, Queen's gate April 13 Field & Co, Liverpool
 WILKINSON, JOHN BURTON, Manchester April 9 Bingham & Co, Manchester
 WOOD, GEORGE, Kidderminster, Licensed Victualler April 15 Talbot, Kidderminster

London Gazette.—FRIDAY, March 11.

ALLEN, JOHN THOMAS, Folkestone March 24 Watts & Watts, Folkestone
 BESTWICK, MARY JANE, Ashton under L. ne April 12 Hewitt, Ashton under Lyne
 BICKELL, MARGARET, Strood, Kent April 13 Dawes & Son, Angel ct, Throgmorton st
 BRIDGER, JAMES, Hove, Sussex April 26 Upperton & Bacon, B lighton
 BROOK, EDWARD, Hackney, Piano Manufacturer April 16 Syrett & Sons, Finsbury
 BROWN, GEORGE SCOTT, Charles st, St James's, Tea Planter April 9 Cox & Lafone,
 Cannon st
 BUTTERWORTH, SARAH, Prestwich, Lancs June 4 Hart-Dyke, Lancaster pl
 CATT, WALTER GEORGE, Marden, Kent, Brewer's Traveller April 15 Bannister &
 Reynolds, Basinghall st
 CHARLTON, ROBERT JOHNSON, Newcastle upon Tyne, Plumber April 25 Wilkinson &
 Marshall, Newcastle upon Tyne
 CHECKLEY, CLARA, Northampton April 9 Phipps, Northampton
 CHURCH, WILLIAM ROBERT, Sutton April 11 Pettifer & Peakes College hill
 CLARK, JOHN, Stamford, Lincs, Horse Dealer March 31 Alter, Stamford
 COLMAN, GEORGE FREDERICK, Juca Vicina, Minas Geraes, Brazil, Company Promoter
 April 8 Threlfall, Southampton
 EVANS, RICHARD, Caythorpe, Lincs April 20 James & James, Ely pl, Holborn circus
 EVETTS, JAMES JOHN, Hackney, Skin Merchant April 20 Sugden & Harford, Iron-
 monger in
 FAULSTICH, HENRY WILLIAM HUBERT, Enfield May 2 Tamplin & Co, Fenchurch st
 FEIL, JAMES, Clapham May 10 Mason, Eldon st, Finsbury
 FENNA, EDWARD, Ness, nr Weston, Chester April 9 Green & Co, Liverpool
 FEYERHAR, BEBECCA, Hoxton April 5 Beckingdale & Co, Copthall av
 FOX, ALICE, Stroud Green, Hoxton April 11 Leggett & Co, Gray's inn
 FRANKLIN, JOHN LAKE, Benson, Oxford May 9 Hedges & Marshall, Wallingford
 FRANKS, MARGARET, Eastbourne April 30 Howcliffes & Co, Bedford row
 GILBERT, THOMAS DEWMOND, Pall Mall April 9 Cooper & Bake, Portman st, Portman sq
 GOLDENSMITH, WILLIAM, Brighton April 28 Verrall & Boscage, Brighton
 GREENFIELD, WILLIAM LEXWOOD, Forest Gate, Essex March 26 - Hubert & Co, Liver-
 pool st
 HATMAN, MARY ANN, Southampton April 8 Threlfall, Southampton
 HIGGINS, MARIA ANNE, Norwich May 1 Stevens & Co, Norwich
 HOPKES, WILLIAM, Kidderminster April 12 Burcher & Son, Kidderminster
 JONES, JOSIAH, Trevelva March 24 Morgan & Co, Pontypridd
 KNIGHT, ROBERT, Altrincham, Chester May 3 Farrar & Co, Manchester
 LEWIS, OWEN, Wando Dale, nr Coleraine, Victoria, Australia April 6 Markby & Co,
 Coleraine st
 LOWE, ANNE, Leicester April 11 Williams Leicester
 MARSHALL, JOHN HEWSON, St Grimby, Miller May 31 Debenham, Cheapside
 MEAKES, GEORGE, Mirlow, Steam Launch Builder April 15 Meakes, Dulwich
 MIDDLETON, WILLIAM, Stockton on Tees May 2 Watson & Co, Stockton on Tees
 MILNE-MILLER, MARY ANN, Eastbourne April 18 Nicholson & Crouch, Surrey st,
 Strand
 MOLTREUX, SAMUEL, Capthallon April 13 Barfield & Barfield, Finsbury sq
 MOSE, GEORGE JAMES, Stockwell, Grocer April 16 Byrne, Surrey st
 MOY, GEORGE, New Canton, Norfolk May 1 Stevens & Co, Norwich
 MULLER, GEORGE CUTBERT, Balham, Licensed Victualler April 20 Correllis & Co,
 Wandsworth
 MUMFORD, RICHARD, Ickleton, nr Saffron Walden April 7 Cronin & Co, Southampton st,
 Bloomsbury
 NEWELL, BETHEA CLARA, Herton Moor, Lancs April 23 Sale & Co, Manchester
 NEWBOME, ROWLAND, Hunslet, Leeds, Grocer's Assistant March 31 Weddall & Elliott,
 Leeds
 PICKETT, DAVID, Warrington, Wheelwright April 30 Jeans & Son, Warrington
 POLLARD, WILLIAM HENRY, Newcastle upon Tyne, Agent April 19 Gibson, Newcastle
 upon Tyne
 RICHARDSON, FAITH ANN, Leeds May 31 Wade & Co, Bradford
 ROBERTSON, THOMAS CHARLES, Westbury, Lincoln, Tailor April 1 Trotter, Lincoln
 ROOME, THOMAS, Hackney April 12 Curwen & Carter, Gray's inn st
 ROWLAND, WILLIAM HENRY FRINGOLE, Brockley, Artist April 13 Collie, Stoke on Trent
 SCHOFIELD BETH, Halifax April 16 Farrar, Halifax
 SHAW, HANNAH, Loughborough April 9 Wright & Co, Leamington
 SKELTON, AGNES, Cheltenham May 1 Winterbotham & Co, Cheltenham

Bankruptcy Notices.

London Gazette.—FRIDAY, March 11.

RECEIVING ORDERS.

BALDEN, JAMES, Regent st, Dressmaker High Court Pet
 March 9 Ord March 9
 BIRCH, FRANK, Manchester, Grey Cloth Merchant Man-
 chester Pet March 9 Ord March 9
 BOWNEY, JOHN FREDERICK, Lincoln's inn fields, Solicitor
 High Court Pet Feb 8 Ord March 8
 BURKE, ROBERT REED, East Cowes, I of W, Engine Driver
 Newport Pet March 8 Ord March 8
 CHAPMAN, W, Maidhead villos, Kentish Town High Court
 Pet Feb 16 Ord March 8
 CHASE, JANE, Westminster Bridge rd, Tailor High Court
 Pet Feb 15 Ord March 8
 DAVIES, WILLIAM, Fenton, Fruit Salesman Stoke upon
 Trent Pet March 8 Ord March 8
 DEAPER, ARTHUR, jun, Ipswich, Carpenter Ipswich Pet
 March 7 Ord March 7
 ELLIS, FRED, Clons, Derby, Builder Sheffield Pet March
 7 Ord March 7
 EVANS, REED, Oswestry, Fitter Merthyr Tydfil Pet March
 9 Ord March 9
 FLEMING, ARTHUR BATES, Luton, General Dealer Luton
 Pet March 7 Ord March 7
 GALLOWAY, EMILY ANNE, Willoughby Rectory, nr
 Lutterworth, Leicester Leicester Pet Feb 18 Ord
 March 7
 GRAYSON, FREDERICK HOWARD, Halifax, Tailor Halifax
 Pet March 5 Ord March 5
 GREEN, SAMUEL THOMAS, Bland, Essex, Clerk Chelmsford
 Pet March 8 Ord March 8
 GRIFFIN, GEORGE, Bath, Dairyman Bath Pet March 7
 Ord March 7
 HEATH, JOHN, and LEWIS DAVIES, Dinas, Glam, Wheel-
 wrighte Pontypridd Pet March 7 Ord March 7

HODSON, CAMPBELL, Harrogate, Horse Dealer York Pet
 Feb 25 Ord March 9
 HOLDWAY, THOMAS JAMES, Norton St Philip, Somerset,
 Farmer Fyvie Pet March 9 Ord March 9
 HUCKLEBERIDGE, FRANK Bristol, Cycle Agent Bristol Pet
 March 8 Ord March 8
 HYETT, FRANK, Mornmouth, Fishmonger Newport, Mon
 Pet March 7 Ord March 7
 LECHEFOILL, HENRY, Hickey Leeds Pet March 8 Ord
 March 8
 JUDGE, ALBERT JOHN, Stone, nr Darford Rochester Pet
 March 7 Ord March 7
 LEWIS, WARREN ANGLIO, Postlotts, Glam, Confectioner
 Merthyr Tydfil Pet March 7 Ord March 7
 LOCKY, RICHARD PARNABY, Wyboms, Essex Colchester
 Pet March 8 Ord March 8
 MAPLESON, HENRY, Strood, Grocer Rochester Pet March
 9 Ord March 9
 MARTIN, WILLIAM, Pains hill, Whitwick, Leicester, Draper
 Burton on Trent Pet March 8 Ord March 8
 MAY, MARCUS, Selwedge, Erith, Kent Rochester Pet
 Feb 25 Ord March 7
 MERRICK, CHARLES VARIOU, Burrington, Somerset, Printer
 Wells Pet Feb 20 Ord March 7
 NEWTON, ALFRED, St Neots, Hunts, Brewer Bedford Pet
 Jan 5 Ord March 8
 OWEN, EDWARD THOMAS, Colwyn Bay, Danbigh, Ironmonger
 Bangor Pet March 5 Ord March 5
 PARKES, JOHN, Hastings, Builder Hastings Pet Feb 23
 Ord March 8
 PARKES, HENRY, Cowes, I of W, Jeweller Newport Pet
 March 8 Ord March 8
 PERIVAL, CHARLES IVORY LUTON, Halm, Manchester,
 Fruit Presser Manchester Pet Feb 22 Ord March 9
 REAY, JOHN, Haswell, Durham, Draper Sunderland Pet
 Feb 25 Ord March 9
 ROBINSON, ALBERT WILLIAM, Colchester, Tailor Colchester
 Pet March 9 Ord March 9
 SHARPE, WILLIAM JAMES, Ipswich, Insurance Agent Ipswich
 Pet March 7 Ord March 7

SMYTH, ELIZABETH VICTORIA, Upper Norwood April 8 Kirby-Turner, Queen Victoria st
 SNELOBOVA, JOHN, Kensington Palace gds April 23 Balley & Co, Berners st
 STARR, Lieut-Col EDWARD HENDERSON, Parkstone, Dorset May 5 Beavan, Lancaster pl,
 Bournemouth
 STRATHMORE AND KINGHORNE, Right Hon CLAUDE, Earl of, Belgrave mans April 30
 Western & Sons, Essex st, Strand
 TAYLOR, HARRIET, Leicester April 16 Burgess & Pike, Leicester
 THORNTON, MARGARET, Preston April 8 Threlfall, Southampton
 TOMLINSON, WILLIAM, Drax, Yorks, Labourer April 1 Everest & Silvester, Goole
 TURNBULL, DAVID MACLACHLAN, Hammersmith April 9 Cox & Lafone, Tower Royal,
 Cannon st
 TURNER, EDWARD, Delington April 31 Wickes & Knight, Union ct, Old Broad st
 WALLIS, HENRY, Littlehampton, Sussex April 11 Holmes & Co, Littlehampton
 WATERHOUSE, EMMA, Ashton under Lyne April 30 Jordan & Bowden, Manchester
 WATTS, EMELINE, Strood, Kent April 13 Dawes & Sons, Angel ct, Throgmorton st
 WOOTTON, ELIZABETH SHEPHERD, Ramsgate April 8 Boyd & Maughan, Margate
 WORSLEY, JOHN, Bolton April 2 Russell & Russell, Bolton
 YOUNG, Surgeon-Lieut-Col PEARCY GORDON RADSTOCK April 16 Matthews, Gray's inn

London Gazette.—TUESDAY, March 15.

ALLISON, JOHN ALLISON ZACHARIAH, Plaistow April 25 Parker, Liverpool st
 APPLEBY, LUCY, Bournemouth April 30 Underhill & Thorncroft, Wolverhampton
 BAILEY, WILLIAM, Biddulph Moor, Biddulph, Staffs, Farmer May 10 Heaton & Son,
 Burslem
 BICKLEY, CHARLES, Walsall, Coal Merchant April 12 Slater & Co, Darlaston
 BIRMINGHAM, JAMES, Manchester March 26 Watson & Booth, Manchester
 BLOOMER, ARTHUR, Preston, Warehouseman April 12 W R & B Ascroft, Preston
 BLOUNT, JOAN FRANCES, Malvern Wells April 23 Witham & Co, Gray's inn sq
 CALED, THOMAS WILSON, Croydon May 1 Hembridge & Luke, E, Ceter
 CAMPBELL, MARGARET, Much Hoole, nr Preston April 21 Nicholas & Co, Preston
 COSSART, LUCAS JOSEPH, Pimlico, Chef April 12 Cooper & Bake, Portman st, Portman sq
 COVIE, FRANCIS STEWART, India April 25 Gussotto & Co, E, Essex st, Strand
 DAVIS, MARK THOMAS, Alverstoke st April 30 Howard & Atherton, Abchurch in
 DEAPER, BATHMAN, Brigsley, Lincs, Dairy Farmer April 20 Wilkin & Chapman, Gt
 Grimby
 DRINKWATER, DAVID, Whaley Bridge, Chester, Builder April 20 Johnsons, Stockport
 EMBLEY, WILLIAM KEAR, Thornbury, Glos, Saddler May 1 Crossman & Co, Thornbury,
 R S O, Glos
 ENSOR, EDMUND ALFRED LE FLEMING, Rollesby, Gt Yarmouth April 23 Jones, Arundel
 st, S, S, S
 EVANS, RICHARD, Caythorpe, Lincs April 20 James & James, Ely pl, Holborn circus
 FAWCETT, THOMAS, Bradford, Stonemason April 5 Wright & Co, Bradford
 FLANAGAN, WILLIAM LIVINGSTON, New York, Brewer April 13 Burn & Berridge, Old
 Broad st
 FOSTER, JOSEPH, Manchester, Surgeon April 15 Dowse, Manchester
 GERMAN, JAMES NICHOLSON, Grew, Tobaccoist March 22 Edleston, Crewe
 GILL, EDWARD HESSER, Ipswich April 15 Birkett & Co, Ipswich
 HADLOW, WILLIAM, Tottenham June 24 East, Basinghall st
 HAMMOND, WILLIAM, Tunbridge Wells April 30 Wiles, Norwich
 HAWARD, AMELIA, Leigham, Norwich May 10 Stevens & Co, Norwich
 HOLLAND, EDMUND WILMOT, East Grinstead, Poultry Farmer April 18 Beachcroft & Co,
 Theobald's rd
 HUSSEY, EMILY, Sandhurst Park, Tunbridge Wells May 4 Wannop, Chichester
 JAMES, ANNE, Cardiff April 18 Pocock, Cardiff
 JOHN, WILLIAM, Whitechurch, Glam April 20 Morgan & Co, Cardiff
 JONES, MARGARET GRACE, Glam Conway, Denbigh April 30 Dent & Adams, Wolver-
 hampton
 KERFOOT, ALFRED ALAN, Southampton, Accountant April 16 Gilroy & Speakman, Leigh
 MAULVERBURN, COL BENJAMIN BUNBURY, Adam st, Strand March 29 Hird & Thacher,
 Adam st, Strand
 MEADOW, FREDERICK, Margate April 14 Nash & Co, Queen st, Cheapside
 NEUMS, ANN MARIA, Acton April 12 Brown, Lincoln's inn fields
 PIMLEY, SARAH, Bradford st, nr Reading April 21 Brown, Lincoln's inn fields
 ROBERTS, REV RICHARD, L-wick, nr Ulverston March 31 Martin & Atkinson, Ulverston
 SANDERSON, ELLEN, Thornhill Lees, nr Dewsbury April 7 Green, Wakefield
 SANDWICH, COL JOHN WILLIAM FLEMING, Helmsley Stoughton, Surrey April 30 Capton &
 Spinks, Guildford
 SCOTT, ROBERT, Donzell, Bowdon, Chester April 23 Lee & Co, Manchester
 SELF, CHRISTOPHER, Tivethall St Mary, Norfolk, Farmer April 11 Clowes, Attleborough
 SIMPSON, GEORGE, New Brighton, Chester April 30 11 ones & Co, Liverpool
 STUBBINGS, GEORGE, Workshop, Notts April 30 Morris & Morris, Workshop
 THIBBS, ABRAHAM, Moorhead, -hipley, Yorks April 12 Samuel & Co, Braford
 TURNER, THOMAS, Banbury, Oxford, Herring Curer April 21 Fairfax, Banbury
 WEBB CHARLES, Totterdown, Bristol April 30 PARRY, Bristol
 WHITFIELD, WILLIAM, Southport April 23 Williams, Southport

FIRST MEETINGS.

BALDEN, JAMES, Regent st, Dressmaker Mar 24 at 12
 Bankruptcy bldg, Carey at
 BATE, ISAAC, Walsall, Bridle Cutter Mar 21 at 10 30 Off
 Rec, Wolverhampton
 BELL, RICHARD and WILLIAM MAHER, Prospect, Lancs,
 Builders Mar 21 at 2 30 Off Rec, 33, Victoria st,
 Liverpool
 BIRCH, FRANK, Manchester, Grey Cloth Merchant Mar 21
 at 3 Off Rec, Byrom st, Manchester
 BLEST, JOHN, Old Hill, Staffs, Grocer Mar 19 at 11 Off
 Rec, 150, Wolverhampton st, Dudley
 BOWNEY, JOHN FREDERICK, Lincoln's inn fields, Solicitor
 Mar 24 at 11 Bankruptcy bldg, Carey at
 BOSE, HENRY, Richmond, Surrey March 21 at 11 30 24,
 Railway app, London Bridge
 BRADLEY, WILLIAM, Ickleton, Derby Bricklayer Mar 19
 at 11 30 Off Rec, 47, Full st, Derby
 BURKE, ROBERT REED, East Cowes, I of W, Engine Driver
 March 21 at 12 30 Off Rec, 19, Quay st, Newport,
 I of W

CAMERON, ANNIE, 64 Malvern, Worcester, Riding School Mistress March 21 at 11.30 45, Copenhagen st, Worcester

CHAMP, W. Kentish Town, Funderer March 22 at 1 Bankruptcy bldg, Carey st

CLERKE, WILLIAM THOMAS, Wolverhampton, Incorporated Accountant March 21 at 11.30 Off Rec, Wolverhampton

COWLEY, ALFRED, Higher Transmere, Chester, Tailor March 22 at 12 Off Rec, 35, Victoria st, Liverpool

CRAB, JANE, Westminster Bridge rd, Tailor March 21 at 1 Bankruptcy bldg, Carey st

CUSHING, MARIA, Wymondham, Norfolk, Harness Maker March 19 at 1 Off Rec, 8, King st, Norwich

DAWSON, CHARLES ARTHUR, Norwich, Fancy Toy Dealer March 21 at 12.30 Off Rec, 8, King st, Norwich

DRAPER, ARTHUR, Jno, Ipswich, Carpenter March 23 at 10.30 36, Princes st, Ipswich

FALMAZ, JOSEPH, Aberystwyth, Mon March 21 at 3 135, High st, Merthyr Tydfil

FENWELL, THOMAS CHARLES, Margate, General Dealer March 24 at 9.30 Off Rec, 68, Castle st, Canterbury

FIELD, ALFRED JOHN, Cheltenham, Surgeon Chiropractor March 19 at 4 County Court bldg, Cheltenham

FLETCHER, FREDERICK JAMES, Wyde Green, Sutton Coldfield, Warwick, Physician March 21 at 11 174, Corporation st, Birmingham

FRANCIS, JOHN WILLIAM, Burdfield Salings, Essex, Miller March 22 at 12 Shirehall, Chelmsford

GILL, EDWIN ROBERT, Bristol March 23 at 11.30 Off Rec, 96, Baldwin st, Bristol

GUDDARD, JOSEPH THOMAS ERNEST, Edale, Derby March 23 at 11 Off Rec, County chambers, Market pl, Stockport

GRAYDON, FREDERICK HORSFALL, Halifax, Hosiery Manufacturer March 23 at 3 Off Rec, Town Hall chambers, Halifax

HAMMONDS, CHARLES, Trealaw, Glam, Colliery R-pairer March 22 at 12 135 High st, Merthyr Tydfil

HARTLEY, WILLIAM HENRY, Derby Traveller in Spirits March 19 at 11 Off Rec, 47, Full st, Derby

HATTON, JOHN GOODMAN, Richmond, Surrey, Coachbuilder March 21 at 12.30 34, Railway app, London Bridge

HAZLEWOOD, HARRY, Wolverhampton, Confectioner March 21 at 11 Off Rec, Wolverhampton

HENDERSON, JAMES HENRY, Bishop Auckland, Confectioner March 21 at 3 Off Rec, 25, John st, Sunderland

HILL, M. Benwell, Northumberland, Draper March 19 at 11.30 Off Rec, 30, M.oley st, Newcastle on Tyne

HODSON, CAMPBELL, Harrogate, Horse Dealer March 24 at 4.30 Off Rec, The Red House, Dancombe pl, York

HOOD, FRANKLIN, and JAMES KAY, Leicester, Engineers March 21 at 12 Off Rec, 1, Barrage st, Leicester

ICKINGILL, HENRY, Hiley, Yorks March 21 at 11 Off Rec, 24, Park row, Leeds

JENKINS, WILLIAM HENRY, Swansea, Shipbroker March 22 at 12 Off Rec, 31, Alexandra rd, Swansea

JUDGE, ALBERT JOHN, Stone, nr Darford, Overseer March 23 at 11.30 115, High st, Rochester

KING, JAMES, Ulverston, Innkeeper March 23 at 11.15 Off Rec, 16, Cornwall st, Barrow in Furness

MARTINDALE, BENJAMIN, Ulverston, Grocer March 23 at 11.30 Off Rec, 16, Cornwall st, Barrow in Furness

MAY, MARCUS, Belvedere, Edith, Kent March 23 at 12.30 115 High st, Rochester

MERRICK, CHARLES VARIOX, Burrington, Somerset, Printer March 23 at 12 Off Rec, 36, Baldwin st, Bristol

MOODY, FREDERICK GEORGE, Gt Grimsby, Milk Dealer March 19 at 11 Off Rec, 15, Osborne st, Gt Grimsby

NAGELKOP, HYMAN, Walsworth rd, Draper March 21 at 12 Bankruptcy bldg, Carey st

PARKER, HENRY, Cows, I of W, Jeweller March 21 at 12 Off Rec, 19, Quay st, Newport, I of W

POWELL, WILLIAM, St Helena, Lancs, Builder March 21 at 12 Off Rec, 35, Victoria st, Liverpool

PRITCHARD, EDWIN JAMES, Wolverhampton, Timber Merchant March 21 at 12 Off Rec, Wolverhampton

PULLIN, ALBERT JAMES, Bristol, Chair Maker March 23 at 11.45 Off Rec, 36, Baldwin st, Bristol

SHARPE, WILLIAM JAMES, Ipswich, Insurance Agent March 23 at 2 36, Princes st, Ipswich

SMITH, ROBERT, Mistoron, Notts, Farmer March 21 at 12 Off Rec, 31, Silver st, Lincoln

THOMPSON, GEORGE, Ferrybridge, Yorks, Hairdresser March 21 at 11 Off Rec, 6, Bond st, Wakefield

VERDON, PETER, Warracree, Liverpool, Cattle Salesman March 21 at 2 Off Rec, 35, Victoria st, Liverpool

WILKINS, JOHN, Woodville, Leicester, Waggoner March 19 at 12 Off Rec, 47, Full st, Derby

ADJUDICATIONS.

BARKER, ARTHUR, Wicker, Sheffield Sheffield Pet Feb 2 Ord March 9

BLOOR, WALTER, FREDERICK HENRY BLOOR, JOSHUA BLOOR, and DAVID BEADE BLOOR, Wretford, Macclesfield, Cattle Food Manufacturers Macclesfield Pet Jan 15 Ord March 5

BURKE, ROBERT READ, East Cows, I of W, Engine Driver Newport and Ryde Pet March 8 Ord March 5

CHAWSWAY, THOMAS, Acorington, Coal Merchant Blackburn Pet Feb 10 Ord Feb 23

DAVIES, WILLIAM, Fenton, Fruit Salesman Stokes upon Trent Pet March 8 Ord March 8

DEVLIN, ARTHUR EDWARD, Thejdon Buis, Essex, Clerk Edmonton Pet Feb 18 Ord March 8

ELLIS, FRED, Clowen, Derby, Builder Sheffield Pet March 7 Ord March 7

EVANS, BESS, Dowdall, Fitter Merthyr Tydfil Pet March 9 Ord March 9

GILL, FREDERICK, Wood Stanway, Glos, Farmer Cheltenham Pet Jan 26 Ord March 7

GOODFELLOW, FRANCIS WILLIAM, Kettering, Northampton, Leather Merchant Northampton Pet Dec 5 Ord March 3

GRAYDON, FREDERICK HORSFALL, Halifax, Tailor Halifax Pet March 5 Ord March 5

GREEN, SAMUEL THOMAS, Ilford, Clerk Chelmsford Pet March 8 Ord March 8

GWILLIN, GEORGE, Bath, Dairyman Bath Pet March 7 Ord March 7

HAYARD, THOMAS, Nantyglo, Mon, Mineral Water Manufacturer Tredegar Pet Feb 22 Ord March 8

HEATH, JOHN, and LEWIS DAVIES, Dinas, Glam, Wheelwrights Pontypridd Pet March 7 Ord March 7

HOLDWAY, THOMAS JAMES, Norton St Philip, Somerset, Farmer Frome Pet March 9 Ord March 9

HOOPER, WILLIAM, Crickwood, Builder High Court Pet Nov 24 Ord March 9

HUCKLEBRIDGE, FRANK, Bristol, Cycle Agent Bristol Pet March 8 Ord March 8

HUNTER, WILLIAM HYLAND, Whetstone, Signwriter Barnet Pet Feb 22 Ord March 5

HYETT, FRANK, Monmouth Fishmonger Newport, Mon Pet March 7 Ord March 7

ICKINGILL, HENRY, Ilkley, Yorks Leeds Pet March 8 Ord March 8

ILDERTON, THOMAS GEORGE, Cullerton's, Northumberland Newcastle on Tyne Pet Jan 13 Ord March 4

JUDD, ARTHUR VALENTINE, Tetterton St, John, Norfolk, Dealer King's Lynn Pet Feb 3 Ord March 7

JUDGE, ALBERT JOHN, Stone, nr Darford, Assistant Overseer Rochester Pet March 7 Ord March 7

LEWIS, JONES HARRERT, Tynyngthorpe, nr Brynmawr, Brecon, Colliery Proprietor Tredegar Pet Feb 22 Ord March 8

LEWIS, WARREN ANGELO, Pontlotyn, Glam, Confectioner Merthyr Tydfil Pet March 7 Ord March 7

LOCKETT, RICHARD PARFABY, Wratness, Essex Colchester Pet March 8 Ord March 8

MAPLESDEN, HENRY, Stood, Kent, Grocer Rochester Pet March 9 Ord March 9

MARTIN, WILLIAM, Pates Hill, Whitwick, Leicester, Draper Burton on Trent Pet March 8 Ord March 8

OWEN, EDWARD THOMAS, Clwyd Bay, Ironmonger Bangor Pet March 5 Ord March 5

PARKES, HENRY, Cows, I of W, Jeweller Newport and Ryde Pet March 8 Ord March 8

RICHARDS, ERNEST WELCOMBE, Erdington, Warwick, Fruiterer Birmingham Pet Feb 23 Ord March 8

ROBINSON, ALBERT WILLIAM, Colchester, Tailor Colchester Pet March 9 Ord March 9

SHARP, HENRY, Delahay st, Westminster, Engineer High Court Pet Oct 28 Ord March 8

SHARPE, WILLIAM JAMES, Ipswich, Insurance Agent Ipswich Pet March 7 Ord March 7

SMITH, ROBERT, Mistoron, Notts, Farmer Lincoln Pet March 7 Ord March 7

SMITH, WILLIAM, Walsall, Saddler Walsall Pet March 4 Ord March 4

SPICER, HARRERT, Victoria st, Westminster High Court Pet Jan 18 Ord March 9

SCOOTER, BASIL, Chesterfield, Plumber Chesterfield Pet March 9 Ord March 9

THOMSON, GEORGE, Ferrybridge, Yorks, Hairdresser Wakefield Pet March 7 Ord March 7

TIBBOTT, DAVID, Liverpool, General Dealer Liverpool Pet Feb 12 Ord March 7

TYLES, EDWARD ALBERT, Healey, Sheffield Sheffield Pet March 8 Ord March 8

UTTING, HENRY, Maids Vale, Commission Agent High Court Pet Jan 1 Ord March 3

WALLACE, JAMES, Headingley, Colliery Furnisher Leeds Pet Jan 8 Ord March 8

WHITNEY, JOHN, Walsall, Draper Walsall Pet March 2 Ord March 7

WILKINS, JOHN, Woodville, Leicester, Waggoner Burton on Trent Pet March 7 Ord March 7

WOODLAND, WALLACE CHARLES, and EDWARD MORTLOCK, Wellingborough, Builders Northampton Pet March 8 Ord March 8

WRIGHT, GEORGE EDWARD, Sheffield, Clothier Sheffield Pet Jan 29 Ord March 9

Amended notice substituted for that published in the London Gazette of Jan 22:

WOOLNER, HENRY JAMES, Tottenham, Cabinet Maker Edmonton Pet Jan 16 Ord Jan 19

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

BARROW, COOPER WALTON, Brierbury, nr Didcot, Berks High Court Rec Ord Feb 11, 1897 Adjud March 1, 1897 Rec and annul Mar h 8

London Gazette.—TUESDAY, March 15.

RECEIVING ORDERS.

BALL, CHARLES, St Leonard's rd, Sea, Civil Engineer Hastings Pet Jan 6 Ord March 11

BAXTER, EDWARD, Birmingham, Fine Art Dealer Birmingham Pet March 11 Ord March 11

BARRACLOUGH, ALBERT, Wyke nr Bradford, Millwright Bradford Pet March 12 Ord March 12

BLAKE, ARTHUR JOHN, Bournemouth, Vet Surgeon Poole Pet March 11 Ord March 11

BOYLE, JOHN, Emseshill, nr Darwen, Lunas, Farmer Blackburn Pet March 11 Ord March 11

BOWEN, SAMUEL, Harrogate York Pet March 12 Ord March 12

CASE, EDWIN, Cardiff, Insurance Agent Cardiff Pet March 9 Ord March 9

COOPER, HERBERT HARRY, Havant, Sailor Portsmouth Pet March 9 Ord March 9

CROSS, WILLIAM GEORGE, Beccles, Suffolk, Tailor Gt Yarmouth Pet March 11 Ord March 11

ELLIOT, ALBERT JAMES, Rugby, Steamfitter Coventry Pet March 10 Ord March 10

EVANS, FREDERICK JAMES, and FRANCIS JOSEPH BUTCHER, Finchurch st High Court Pet Feb 21 Ord March 11

HARRIS, THOMAS HENRY, West Hampstead, Engineer High Court Pet Feb 23 Ord March 11

HASLAM, EDWARD, Dalton in High Court Pet Feb 11 Ord March 11

JACKSON, JAMES, Manchester, Commercial Traveller Manchester Pet March 11 Ord March 11

LAKER, WILLIAM, Brighol, Grocer Brighol Pet March 11 Ord March 11

LEDGER, GEORGE, Dunsbury, Green Grocer Dunsbury Pet March 10 Ord March 10

LOCKE, JOSEPH GILBERT, Harewithy, Hereford, Miller's Manager Hereford Pet March 11 Ord March 11

MILLARD, MARTHA ALICE, Bridgeend, Glam, Furnisher Furnisher Cardiff Pet Jan 26 Ord March 8

MURLEY, FENOT JAMES, Leeds, Electrical Engineer's Manager Leeds Pet March 11 Ord March 11

NEGUS, WILLIAM, Ware, Herts, Coal Merchant Hertford Pet March 9 Ord March 9

OLDFIELD, JOHN, Buckingham Gate, Law Student High Court Pet Feb 24 Ord March 12

PICKLES, FRED, Manningham, Bradford, Coal Merchant's Manager Bradford Pet March 12 Ord March 12

PITT, THOMAS, Walk Mill, Emseshill, Staffs, Miller Stafford Pet March 19 Ord March 10

PRICE, DAVID ARTHUR HUNTER, Aldwick, Sussex, House Agent Brighton Pet March 10 Ord March 10

REDFERN, SAMUEL, Southport, Hotel Keeper Liverpool Pet March 11 Ord March 11

RICHARDS, CHARLES, Brownhills, Staffs, Grocer Walsall Pet March 7 Ord March 7

ROLES, WILLIAM CHARLES, and HENRY ROLES, Bowney, Builders Southampton Pet March 10 Ord March 10

ROOPE, THOMAS WILLIAM, Ransmarsh, nr Rotherham, Yorks, Brick Manufacturer Sheffield Pet Feb 23 Ord March 10

NATIONAL DISCOUNT COMPANY, LIMITED,

TELEGRAPHIC ADDRESS—
NATDIS, LONDON.

35, CORNHILL, LONDON, E.C.

TELEPHONE—
No. 1419 AVENUE.

Subscribed Capital, £4,233,325.

Paid-up Capital, £846,665.

Reserve Fund, £400,000.

DIRECTORS.

EDMUND THEODORE DOXAT, Esq., Chairman.

WALTER MURRAY GUTHRIE, Esq., M.P.

SIGISMUND FERDINAND MENDEL, Esq.

Sub-Managers: WATKIN W. WILLIAMS.

JOHN FRANCIS OHLIVY, Esq.

CHARLES DAVID SELIGMAN, Esq.

WILLIAM JAMES THOMPSON, Esq.

Secretary: CHARLES WOOLLEY.

Auditors: JOSEPH GURNEY FOWLER, Esq. (Messrs. Price, Waterhouse, & Co.); FRANCIS WILLIAM PIXLEY, Esq. (Messrs. Jackson, Pixley, Browning, & Co.).

Bankers: BANK OF ENGLAND; THE UNION OF LONDON AND SMITH'S BANK, LIMITED.

Approved Mercantile Bills Discounted. Loans granted upon Negotiable Securities.

Money received on Deposit, at Call and Short Notice, at the Current Market Rates, and for Longer Periods upon Specially Agreed Terms.

Investments and Sales of all descriptions of British and Foreign Securities effected. All Communications on this subject to be addressed to the Manager.

SCNABEL, LOUIS, Croydon, Surrey, Jeweller Croydon Pet Feb 24 Ord March 8
SMITH, EDWARD, Bromsgrove, Worcester, Farmer Worcester Pet March 2 Ord March 12
SMITH, FREDERIC UNDERWOOD, Cannon st, Manufacturer's Agent High Court Pet March 10 Ord March 10
STEWART, CHARLES, Bulth Wells, Brecon, Watchmaker Newtown Pet March 11 Ord March 11
TAYLOR & FONS, JAMES, Bradford, Commission Wool Combats Bradford Pet March 19 Ord March 12
TAYLOR, WILLIAM HENRY, Nelson, Lancs, Commission Agent Burnley Pet March 12 Ord March 12
TRAVIL, BENJAMIN, Kentish Town, General Merchant High Court Pet March 11 Ord March 11
WASHINGTON, THOMAS, Hove, Sussex, Contractor Brighton Pet March 12 Ord March 12
WHITELY, JORY, Bolton, Professor of Music Bolton Pet March 11 Ord March 11
WILLIAMS, DAVID, Caswys, Flint, Builder Chester Pet March 11 Ord March 11
WILLIAMS, JOHN GEORGE, Carlisle, Hairdresser Carlisle Pet March 11 Ord March 11

FIRST MEETINGS.

ALLEN, JAMES, Pembroke Dock, Builder March 30 at 12.15
Temperance Hall, Pembroke Dock
BALDWIN, SAMUEL, Thurby, Lincoln, Farmer March 25 at 12.15
The Angel Hotel, Bourne
BALL, CHARLES, St Leonard's, Engineer March 23 at 12
County Court Offices, 24, Cambridge rd, Hastings
BARACLOUGH, ALBERT, Wyke, nr Bradford, Miner March 25 at 3.30
Off Rec, 29, Tyttel st, Bradford
BARTLETT, WILLIAM KEARLEY, Winterborne St Martin, Dorset, Yeoman March 23 at 12.45
Off Rec, City Chambers, Eccles st, Salisbury
BEFIELD, JOHN, Sparkbrook, Birmingham, Commission Agent March 23 at 11.174, Corporation st, Birmingham
CLARKE, ARTHUR, Haverhill, Suffolk, Upholsterer March 24 at 11.30
Town Hall, Havrhill
COOPER, HERBERT HARRY, Havant, Hants Saddler March 24 at 3
Off Rec, Cambridge junction, High st, Portsmouth
DEELEY, ANNIE, Wolverhampton, Milliner March 24 at 11
Off Rec, Wolverhampton
ELLIOTT, ALBERT JAMES, Rugby, Steamfitter March 23 at 10.30
Off Rec, 17, Hertford st, Coventry
EVANS, FREDERICK JAMES, and FRANCIS JOSEPH BUTTENS-BAUGH, Fenchurch st, Licensed Victualler March 25 at 11
Bankruptcy bldg, Carey st
FLEMING, ARTHUR BATES, Luton, General Dealer March 24 at 11
Court house, Luton
GALLOWAY, EMILY AGNES, Willoughby Rectory, nr Lutterworth, March 25 at 2.30
Off Rec, 1, Berridge st, Leicester
GREGORY, JAMES WILLIAM, jun, Gt Grimsby March 23 at 11
Off Rec, 15, Osborne st, Gt Grimsby
GWILLIM, GEORGE, Bath, Dairyman March 23 at 12.15
Off Rec, 26, Baldwin st, Bristol
HOOPER, WILLIAM, Cricklewood, Builder March 28 at 11
Bankruptcy bldg, Carey st
HUCKLEBRIDGE, FRANK, Bristol, Cycle Agent March 23 at 12.30
Off Rec, 26, Baldwin st, Bristol
JONES, W. H., Lambeth rd, Builder March 25 at 2.30
Off Rec, Bankruptcy bldg, Carey st
LAKER, WILLIAM, Brighton, Grocer March 24 at 10
Off Rec, 4, Pavilion bldg, Brighton
LEDGER, GEORGE, Dewsbury, Greengrocer March 23 at 10.30
Off Rec, Bank chmbs, Corporation st Dewsbury
LEE, ERNEST ADOLPHUS, Timdon Colliery, Durham, Builder March 23 at 3
Off Rec, 23, John st, Sunderland
LOCKETT, RICHARD PARNABY, Walsingham, Essex, Retired Poor Law Officer March 23 at 2.30
Cups Hotel, Colchester
LUTLEY, CECIL ALGERNON, Gt Portland st, Solicitor March 28 at 12
Bankruptcy bldg, Carey st
MACHIN, ERNEST, Stalybridge, Lancs, Licensed Victualler March 23 at 2.30
Off Rec, Byrom st, Manchester
MAPLESDEN, HENRY, Strood, Kent, Grocer March 28 at 12.115, High st, Rochester
MONES, BENJAMIN, Finsbury, Glan, Furniture Dealer March 24 at 12.135, High st, Merthyr Tydfil
MURLEY, FRANK JAMES, Leeds, Electrical Engineer's Manager March 23 at 11
Off Rec, 22, Park row, Leeds
OVERTON, FREDERICK WILLIAM, King's Heath, Worcester, Commercial Traveller March 23 at 11.175, Corporation st, Birmingham
OWEN, TOM CORNER, Stratford, Costume Manufacturer March 23 at 11
Bankruptcy bldg, Carey st
PARKER, JOHN, Hastings, Builder March 23 at 12.30
County Court Offices, 24, Cambridge rd, Hastings
PERCIVAL, CHARLES IVORY LETTON, Hulme, Manchester, Fruit Preserver March 23 at 2.30
Off Rec, Byrom st, Manchester
PICKLES, FRED, Manningham, Bradford, Coal Merchant's Manager March 23 at 3
Off Rec, 29, Tyttel st, Bradford
PRICE, DAVID ARTHUR HUNTER, Aldwick, Sussex, House Agent March 24 at 10.45
Off Rec, 4, Pavilion bldg, Brighton
REDFERN, SAMUEL, Southport, Hotel Proprietor March 23 at 2
Off Rec, 23, Victoria st, Liverpool
RICHARD, DAVID, EASEY WELLS, Edingdon, Warwick, Fruit Dealer March 24 at 11.174, Corporation st, Birmingham
RICHARDS, JOHN, Dowlas, Collier March 23 at 12.135, High st, Merthyr Tydfil
ROBINSON, ALBERT WILLIAM, Colchester, Tailor March 23 at 12.15
Cup Hotel, Colchester
SMITH, FREDERIC UNDERWOOD, Cannon st, Manufacturer's Agent High Court Pet March 10 Ord March 10
SMITH, THOMAS, Toronto, nr Bishop Auckland, Durham, Coal Miner Durham Pet March 5 Ord March 10
STUTCHILL, JOHN, Dursley, Littleborough, Lancs, Colton Manufacturer Rochdale Pet Feb 12 Ord March 10
TAYLOR, JAMES CORNELIUS TAYLOR, and EMANUEL TAYLOR, Bradford, Commission Wool Combats Bradford Pet March 12 Ord March 12
TAYLOR, WILLIAM HENRY, Nelson, Lancs, Commission Agent Burnley Pet March 12 Ord March 12

TRAVIL, BENJAMIN, Highgate rd, Kentish Town, General Merchant March 24 at 12
Bankruptcy bldg, Carey st
TURNER, DANIEL, Wednesbury, Staffs, Timber Merchant March 24 at 11.30
Off Rec, Wolverhampton
WATSON, ANNIE, Liverpool, Milliner March 23 at 12
Off Rec, 35, Victoria st, Liverpool
WOODLAND, WALLACE CHARLES, and EMBEZZER MORTLOCK, Wellingborough, Builder March 23 at 12
Off Rec, Bridge st, Northampton
WYATT, HENRY EARLEY, Darlington, Inskeeper March 30 at 3
Off Rec, 8, Albert rd, Middlesbrough

Amended notice substituted for that published in the London Gazette of March 8:
RICHARDS, SIDNEY JOHN, Swansea, Ironmonger March 23 at 12
Off Rec, 31, Alexandra rd, Swansea

ADJUDICATIONS.

ADRY, H. C. (Male), Queen Victoria st, Commission Agent High Court Pet Jan 7 Ord March 7
BALL, CHARLES, St Leonard's on Sea, Sussex, Civil Engineer Hastings Pet Jan 23 Ord March 12
BARACLOUGH, ALBERT, Wyke, nr Bradford, Miner Bradford Pet March 12 Ord March 12
BOYLE, JOHN, Robin Barn Farm, Eccleshill, nr Darwen, Lancs, Farmer Blackburn Pet March 11 Ord March 11
BROWN, SAMUEL, Harrogate York Pet March 12 Ord March 12
BUTSKILL, JOHN, Liverpool, Iron Merchant Liverpool Pet Jan 13 Ord March 10
BUCK, HENRY A., Marlybone rd High Court Pet Dec 3 Ord March 8
CAMERON, ANNIE, Gt Malvern, Worcester, Riding School Mistress Worcester Pet Feb 24 Ord March 7
CARE, EDWIN, Cardiff, Insurance Agent Cardiff Pet March 9 Ord March 9
CLEWES, WILLIAM THOMAS, Wolverhampton, Incorporated Accountant Wolverhampton Pet Feb 3 Ord March 11
COLLIS, RICHARD, Leeds, Grocer Leeds Pet Feb 13 Ord March 9
COOPER, HERBERT HARRY, Havant, Hants, Saddler Portsmouth Pet March 9 Ord March 9
CORBIN, HERBERT WILLIAM, and WALTER CORBIN, Fazakerley, Builders Liverpool Pet Feb 10 Ord March 11
CROSS, WILLIAM GEORGE, Beccles, Suffolk, Tailor Gt Yarmouth Pet March 11 Ord March 11
DAVIS, HYMAN ANDRADE, Mandeville pl High Court Pet Dec 14 Ord March 8
ELLIOTT, ALBERT JAMES, Rugby, Warwick, Storeman Coventry Pet March 10 Ord March 10
FINCHAM, JOSEPH, Pentonville rd High Court Pet Feb 12 Ord March 10
FLEMING, ARTHUR BATES, Luton, General Dealer Luton Pet March 7 Ord March 10
FRYER, JOHN JAMES, Belvedere, Erith, Kent Rochester Pet Feb 25 Ord March 9
HARLEY, JAMES, Liverpool, Provision Merchant Liverpool Pet Jan 13 Ord March 10
HODSON, CAMPBELL, Harrogate, Horse Dealer York Pet Feb 26 Ord March 9
HOOE, ALFRED, sen, Gravelly Hill, Birmingham, Brewer Birmingham Pet Jan 21 Ord March 10
JACKSON, JAMES, Manchester, Commercial Traveller Manchester Pet March 11 Ord March 11
JEWELL, H. W., North Walls, Winchester, Engineer Winchester Pet Feb 17 Ord March 12
KITTON, JOHN EDWARD, Barking, Essex, Timber Merchant Chelmsford Pet Oct 27 Ord March 9
LAKER, WILLIAM, Brighton, Grocer Brighton Pet March 11 Ord March 11
LANGMORE, W. B., Queen st, Cheapside, Solicitor High Court Pet Dec 2 Ord March 9
LEDGER, GEORGE, Dewsbury, Greengrocer Dewsbury Pet March 10 Ord March 10
LOCKE, JOSEPH GILBERT, Horwithe, Hereford, Miller's Manager Hereford Pet March 11 Ord March 11
MOODY, ALBERT, Burdett rd, Bow, Insurance Superintendent Pet Jan 21 Ord March 10
MURLEY, PERCY JAMES, Leeds, Electrical Engineers Manager Leeds Pet March 11 Ord March 11
NEGUS, WILLIAM, Wate, Herts, Coal Merchant Hertford Pet March 9 Ord March 9
NICHOLSON, THOMAS ALFRED, Castle st, Oxford st, Manufacturer Upholsterer High Court Pet Feb 26 Ord March 12
NOOE, FRANK SEYMOUR, Knowle, Warwick, Poultry Farmer Birmingham Pet March 5 Ord March 10
PERCIVAL, CHARLES IVORY LETTON, Hulme, Manchester, Fruit Preserver Manchester Pet Feb 22 Ord March 10
PICKLES, FRED, Manningham, Coal Merchant's Manager Bradford Pet March 12 Ord March 12
PITT, THOMAS, Eccleshill, Staffs, Miller Stafford Pet March 10 Ord March 10
PRICE, DAVID ARTHUR HUNTER, Aldwick, Sussex, House Agent Brighton Pet March 10 Ord March 11
REDFERN, SAMUEL, Southport, Hotel Keeper Liverpool Pet March 11 Ord March 11
RICHARD, CHARLES, Brownhills, Staffs, Grocer Walsall Pet March 7 Ord March 7
RICHARDS, SIDNEY JOHN, Swansea, Ironmonger Swansea Pet Feb 23 Ord March 12
SERREVA, MOSES, Bishopgate st Without High Court Pet Sept 9 Ord March 10
SMITH, FREDERIC UNDERWOOD, Cannon st, Manufacturer's Agent High Court Pet March 10 Ord March 10
SMITH, THOMAS, Toronto, nr Bishop Auckland, Durham, Coal Miner Durham Pet March 5 Ord March 10
STUTCHILL, JOHN, Dursley, Littleborough, Lancs, Colton Manufacturer Rochdale Pet Feb 12 Ord March 10
TAYLOR, JAMES CORNELIUS TAYLOR, and EMANUEL TAYLOR, Bradford, Commission Wool Combats Bradford Pet March 12 Ord March 12
TAYLOR, WILLIAM HENRY, Nelson, Lancs, Commission Agent Burnley Pet March 12 Ord March 12

WHITELY, JOHN, Bolton Bolton Pet March 11 Ord March 11
WILLIAMS, DAVID, Caswys, Flint, Builder Chester Pet March 11 Ord March 11
WILLIAMS, JOHN GEORGE, Carlisle, Hairdresser Carlisle Pet March 11 Ord March 11

Annual Subscriptions, WHICH MUST BE PAID IN ADVANCE: SOLICITORS' JOURNAL and WEEKLY REPORTER, in Wrapper, 52s., post-free. SOLICITORS' JOURNAL only, 26s.; Country, 28s.; Foreign, 30s. 4d. WEEKLY REPORTER, in Wrapper, 26s.; Country or Foreign, 28s.

SOUTHWARK and VAUXHALL WATER COMPANY.

SALE BY TENDER OF THREE PER CENT. DEBENTURE STOCK.

NOTICE IS HEREBY GIVEN that it is the intention of the Directors of the Southwark and Vauxhall Water Company to SELL by TENDER, to be received at the Company's Office, Southwark Bridge-road, S.E., not later than TWELVE o'clock (noon), on TUESDAY, MARCH 22nd, 1904, such amounts of the Company's Debenture Stock "B" and Intercommunication Debenture Stock as will produce £75,000 and £25,000 respectively.

The Stocks now for Sale are part of the Capital authorized by, and to be issued under the provisions of, the Southwark and Vauxhall Water Act, 1893, and the Metropolitan Water Act, 1890, and will be entitled from March 31st, 1904, to interest at the rate of 3 per cent. per annum; they will be known as Debenture Stock "B" and Intercommunication Debenture Stock respectively, and may be redeemed at par at any time after the expiration of twenty-five years from the date of issue, subject to six months' previous notice of the intention to redeem. They will rank for interest *pari passu* with the other Debenture Stock of the Company, but before the Ordinary and Preference Stock and Share Capital. On the transfer of the Water Companies to the Metropolitan Water Board, these Debenture Stocks will have the advantage of the additional security provided by Section 15 of the Metropolitan Water Act, 1902.

The Stock is a lawful investment for Trustees. For particulars, forms, and conditions of tender apply at the Office of the Company, Southwark Bridge-road, S.E.

By Order of the Board of Directors,
MONTAGUE WATTS, Secretary.
Southwark Bridge-road, London, S.E.,
March 11th, 1904.

MR. F. F. MONTAGUE, LL.B., continues to PREPARE for the SOLICITORS' FINAL and INTERMEDIATE EXAMINATIONS; payment by result.—Particulars on application, personally or by letter, at 93, Chancery Lane, W.

LAW.—Solicitor (admitted 1882) Wants Engagement; Town or Country; thorough all-round experience, good Conveyancer, can act without supervision; moderate salary.—Address, R. H. L., 17, Botanic-road, Liverpool.

LAW.—Managing Clerk (unadmitted), many years' London experience, General and Outdoor; disengaged about Easter; willing to work under supervision; excellent references.—W. W., 47, Barnsdale-road, Maida Hill, W.

LAW.—Solicitor (35) Desires Managing Clerkship; this country or abroad; fifteen years' experience Town and Country in all branches, including duties of Justices' Clerk, Advocacy, Indian, Civil, and Criminal Codes; highest references.—Apply, F. E. DRUMMOND HAY, 8, Bennett-street, Bath.

LAW.—A Solicitor (admitted; aged 28; Prize-man in 1900) Desires Conveyancing or General Clerkship in a good office in Town (with a view to Partnership preferred); good references; salary moderate.—Apply, LEX, 1, Lincoln's-inn-fields, W.C.

WANTED, Situation as Private Secretary, or similar position; have good education, French, &c., and sound commercial experience; have satisfied Examiners in College of Preceptors, Cambridge Local, and Exams. &c.; age 21.—C. F. FLAUN, 21, Manor-place, Fiddington-green, W.

LAW COSTS in all departments Drawn and Settled, from papers or otherwise, for Delivery or Taxation; moderate terms; experienced draftsman, holding highest testimonials; London and Provinces.—LEX, care of Hutton & Son, 81, Chancery-lane, W.C.

SERJEANT'S INN.—To Solicitors and Others.—Suite of commodious Ground Floor Offices, with other rooms if required, To be Let.—Apply, FAIRBROTHER, ELLIS, & Co., 39, Fleet-street, E.C.

£18,000 to be Lent on Mortgage on first-class Freehold or long Leasehold Securities. Would be divided.—TRUSTEE, care of "Solicitors' Journal" Office, 27, Chancery-lane, W.C.